

Fill in this information to identify the case:

Debtor 1 Pacific Gas & Electric Company

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of California

Case number 19-30089

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

DF Properties, a California Corporation

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

DF Properties, Inc. C/O DNLC

Name

1830 15th Street, 2nd Floor

Number Street

Sacramento

CA

95811

City

State

ZIP Code

Contact phone 916-443-2051

Contact email rcunningham@dnlc.net

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unknown Does this amount include interest or other charges?
SEE ATTACHMENT ☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
SEE ATTACHMENT

9. Is all or part of the claim secured? ☐ No
☐ Yes. The claim is secured by a lien on property. SEE ATTACHMENT
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/21/2019
MM / DD / YYYY

/s/ J. RUSSELL CUNNINGHAM

Signature

Print the name of the person who is completing and signing this claim:

Name J. RUSSELL CUNNINGHAM
First name Middle name Last name

Title ATTORNEY AT LAW

Company DESMOND, NOLAN, LIVAICH & CUNNINGHAM
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1830 15TH STREET, 2ND FLOOR
Number Street
SACRAMENTO CA 95811
City State ZIP Code

Contact phone 916-443-2051 Email _____

Attachment 1

DF Properties, a California corporation ("DF") is the fee title owner of real property located in Placer County, California, identified by Assessor's Parcel Numbers 498-010-020, 498010-019, 498-010-015 (formerly 017-151-027 and 017-151-029).

DF's claim is for just compensation pursuant to the Takings clause of the Fifth Amendment to the United States Constitution and Article I, section 19 of the California Constitution, in an amount to be determined in accordance with the provisions thereof, and in conjunction with provisions of the Eminent Domain Law (Title 7 of Part 3 of the California Code of Civil Procedure, CCP 1230.010, et seq.), inclusive of costs and interest, and litigation expenses as may be awarded.

The Debtor filed a Complaint in Eminent Domain on December 31, 2014 (Placer County Case No. SCV 0035649). The operative pleading today is a Second Amended Complaint filed on or about September 13, 2018, seeking certain permanent and temporary rights as described therein. A copy of the Second Amended Complaint is supplied herewith as Attachment 2.

The Debtor obtained the right to enter upon and take possession and use of these property rights and to fully possess and use said property rights effective on or about October 2, 2015, pursuant to Court Order entered on August 26, 2015. A copy of the Court Order is supplied herewith as Attachment 3.

For purposes of early possession, a court's "determination of the plaintiff's right to take the property by eminent domain is preliminary only." Legislative Committee Comments—Assembly, 1975 Addition, to CCP § 1255.410. "The granting of an order for possession does not prejudice the defendant's right to . . . contest the taking." *Id.* And a final order of condemnation, which would effect a transfer of formal title to the rights sought to be permanently acquired, will be made only upon payment of just compensation, once the right to take has been determined. See CCP § 1268.030. Moreover, absent payment of just compensation, the right of possession is subject to revocation. DF's claim is secured by its retained fee interest and right to recover possession in the event that the Debtor fails to establish to pay just compensation in full.

In addition to just compensation as shall be awarded in the pending action in Placer County, DF has a further claim to compensation pursuant to a Settlement Agreement that resolved the Debtor's right to take, executed and effective on or about February 1, 2016, as well as a Grading Work Agreement and First Amendment to Grading Work Agreement. The Settlement Agreement, without voluminous exhibits, is supplied herewith as Attachment 4. The Grading Work

Agreement and First Amendment to Grading Work Agreement are supplied herewith as Attachments 5 and 6.¹

¹ The copies supplied are include only DF's signatures due to PG&E's present inability to locate its signature pages. Counsel for PG&E has confirmed that language contained therein was agreed to, and have suggested the executed documents were misplaced during its counsel's change in law firm affiliation.

Attachment 2

Elizabeth Collier (SBN 148537)
Cesar Alegria (SBN 145625)
PG&E Law Dept.

DIRECT CORRESPONDENCE TO:

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Attorneys for Plaintiff
PACIFIC GAS AND ELECTRIC COMPANY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation,

Plaintiff,

vs.

DF PROPERTIES, a California
corporation; GARY SHARP; DOES 1
through 30, inclusive; and ALL PERSONS
UNKNOWN CLAIMING AN INTEREST
IN THE PROPERTY DESCRIBED IN
THE COMPLAINT,

Defendants.

CASE NO. SCV0035649

**SECOND AMENDED COMPLAINT IN
EMINENT DOMAIN**

APNs : 498-010-020, 498-010-019,
498-010 -015, formerly 017-151-027 and
017-151-029 (Portion)

Plaintiff PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") alleges as follows:

1. PG&E is, and at all times herein mentioned was, a public utility and a corporation duly organized and existing under and by virtue of the laws of the State of California with its principal place of business in the City and County of San Francisco, State of California.

2. PG&E is informed and believes that DF Properties, a California corporation, is the

Attachment 2

1 fee title owner of the property at issue herein, located in the County of Placer, State of California,
2 and designated as Assessor Parcel Numbers 498-010-020, 498-010-019, 498-010-015 (formerly
3 017-151-027 and 017-151-029) ("the Property").

4 3. PG&E is informed and believes Gary Sharp has or claims an interest in the
5 Property.

6 4. PG&E also names as defendants all persons unknown and claiming an interest in
7 the Property.

8 5. PG&E does not know the true names and capacities of DOES 1 to 30, inclusive,
9 nor the interests they have or claim to have in the Property. PG&E will ask leave to amend this
10 complaint to show the true names and capacities of said Does where ascertained.

11 6. PG&E does not name the City of Roseville as a defendant in this action as the City
12 of Roseville has confirmed it is not seeking any compensation from PG&E or the landowners as it
13 relates to this condemnation action and the areas subject to irrevocable offers of dedication to the
14 City. (See Exhibit F attached hereto.)

15 7. To meet growing demand for natural gas within the Sacramento Valley region,
16 improve public safety, ensure reliability, and increase automation of its natural gas delivery
17 system, PG&E has completed construction of two major new gas transmission pipelines -- Line
18 406 and Line 407 -- consisting of approximately 44 miles of 30-inch pipeline (the "Project"). The
19 Project also includes the construction of above ground facilities.

20 8. The Project crosses California's Central Valley in the counties of Yolo, Sutter,
21 Sacramento and Placer, serving some of the highest growth counties in California, with the
22 majority of projected new consumers located in this region.

23 9. The first phase of the Project, Line 406, consisted of approximately 14 miles of
24 pipeline for which land rights were acquired and construction was completed during 2011.

25 10. Construction of the Line 407 segment of the Project started in early 2016, and is
26 now finished. Line 407 extends from Line 406 and Line 172A in the town of Yolo, east to Line
27 123 in Roseville. The Line 407 portion of the Project provides major reinforcement to the
28 Sacramento Valley region by establishing an inter-tie from the backbone pipeline system, Line

Attachment 2

400 and Line 401, into the local gas transmission system (Line 123). As the Sacramento Valley region reaches its capacity limits in 2017, the Project adds critical transmission capacity and allows PG&E reliably to meet customer demands under conditions involving the highest demand for natural gas, including Abnormal Peak Day ("ADP") and Cold Winter Day ("CWD") conditions beginning in the 2017/2018 heating season and continuing thereafter. The new lines also improve public safety, ensure reliability, and increase automation of the natural gas delivery system.

11. PG&E complied with an extensive CEQA permitting process and obtained the authorization necessary for construction of the Project by the Lead Agency overseeing the Project, the California State Lands Commission. The State Lands Commission issued its Amended Final EIR for the Project on November 16, 2009. The approval was issued after years of applications, review, public comment, and public hearings. PG&E acquired all necessary permits and approvals from the agencies listed below for construction of the Project:

- California State Lands Commission
- National Oceanic and Atmospheric Administration
- Army Corps of Engineers
- United State Fish and Wildlife Services
- California Department of Fish and Game (fully approved and permitted).

12. PG&E seeks to acquire by eminent domain for the Project the following property, property rights and property interests (collectively, "Property Interests") in the Property, excepting therefrom as much of the Property as lies within the boundaries of streets, highways or other public easements subject to an easement or prescriptive right of the public for use for such purposes:

- (a) To excavate for, install, replace (of the initial or any other size), maintain and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipelines, and such underground wires, cables, conduits, and other electrical conductors, appliances,

Attachment 2

1 fixtures and appurtenances, as PG&E shall from time to time deem necessary for
2 communication purposes, together with adequate protection therefor, and also a right
3 of way within the easement area, described as EASEMENT No. 1 in **Exhibit A**, and
4 shown on **Exhibit B** (hereinafter the "Pipeline Easement").

5 (b) An exclusive easement and right of way to construct, install, replace (of the initial
6 or any other size), maintain and use such valves and other devices and equipment as
7 PG&E shall from time to time deem necessary for metering, regulating and
8 discharging gas into the atmosphere within, to install concrete curbing on, to cover
9 with bitumastic pavement and to enclose with a fence, the hereinafter described parcel
10 of Land ("Valve Lot") lying within the Property and described as EASEMENT No. 2
11 in **Exhibit A**, and shown on **Exhibit B**, which Exhibits A and B are incorporated
12 herein as though set forth in full by this reference.

13 (c) A permanent Non Exclusive Access Easement ("Access Easement") for ingress to
14 and egress from the hereinbefore described Valve Lot together with the right to install
15 concrete paving blocks and grass, to cover with bitumastic pavement, to install
16 decorative planters with vegetation, to construct temporary fencing, store material,
17 construct, reconstruct, maintain drainage, operate equipment and perform any other
18 activities associated with the operation and maintenance of said Valve Lot and
19 Pipeline Easement within the parcel of land lying within the Property and described
20 as EASEMENT No. 3 in **Exhibit A** and shown on **Exhibit B** attached hereto and
21 made a part hereof.

22 (d) The right of ingress to and egress from said Pipeline Easement, Valve Lot and
23 Access Easement over and across the Property by means of roads and lanes thereon, if
24 such there be, otherwise by such route or routes as shall occasion the least practicable
25 damage and inconvenience to Defendants, provided, that such right of ingress and
26 egress shall not extend to any portion of the Property which is isolated from the
27 Pipeline Easement, Valve Lot, and Access Easement by any public road or highway,
28 now crossing or hereafter crossing the Property.

Attachment 2

1 (e) The right from time to time to trim and to cut down and clear away or otherwise
2 destroy any and all trees and brush now or hereafter on the Pipeline Easement, Valve
3 Lot, and Access Easement and to trim and to cut down and clear away any trees on
4 either side of the Pipeline Easement, Valve Lot, and Access Easement which now or
5 hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder
6 by reason of the danger of falling thereon, or may interfere with the exercise of
7 PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby
8 authorized to cut and remove, if valuable for timber or wood, shall continue to be the
9 property of Defendants, but all branches, brush, and refuse wood shall be burned,
10 removed, or chipped and scattered by PG&E.

11 (f) The right to use such portion of the Property contiguous to the Pipeline Easement
12 as may be reasonably necessary in connection with the installation and replacement of
13 said facilities.

14 (g) The rights to install, maintain, and use gates in all fences which now cross or shall
15 hereafter cross the Pipeline Easement.

16 (h) The right to mark the location of the Pipeline Easement by suitable markers set in
17 the ground; provided that said markers shall be placed in fences or other locations
18 which will not interfere with any reasonable use Defendants shall make of the Pipeline
19 Easement.

20 (i) The temporary right to use as a pipeline preparation area and for working strips
21 and laydown and staging areas, including the right to place and operate construction
22 equipment thereon, the area outlined by the heavy dashed lines and cross hatched on
23 Exhibit A sheets 1 and 2 of 3 and Exhibit A, sheet 1 of 1, attached hereto as **Exhibit**
24 **C**, which exhibit is incorporated herein by this reference, and thereon designated TCE.

25 (j) The temporary right to use as an access road the area outlined by the heavy dashed
26 lines and cross hatched on Exhibit A sheet 3 of 3 attached hereto as **Exhibit C**, which
27 exhibit is incorporated herein by this reference, and thereon designated Temporary
28 Access Road.

Attachment 2

(k) The temporary right to use for working, pipe line preparation, hydro testing, laydown and staging areas, including the right to locate construction trailers and construction equipment including parking vehicles thereon, and the temporary right to enclose with a fence, the area outlined in a heavy dashed line on Drawing 1291 of **Exhibit C** attached hereto and made a part hereof.

(k) The Property Interests are fully described in the Easement Deed and Temporary Construction Easements, **Exhibits D and E** hereto, respectively, which are incorporated herein by this reference.

13. PG&E is, and at all times mentioned herein has been, authorized to exercise the power of eminent domain to acquire property for public use under the statutory authority set forth in Public Utilities Code section 613 and Code of Civil Procedure sections 1230.010 *et seq.* and 1240.010 *et seq.*, and also under the California Constitution, Article I, Section 19. Exercise of this power is proper in this case for the following reasons:

(a) The public interest and necessity require construction and operation of the Project to provide natural gas to the service area in which the Project is located.

(b) The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

1. (c) The Property Interests are necessary for the Project.

14. PG&E has attempted without success to negotiate the purchase of the Property Interests. In addition, PG&E has offered to pay the reasonable costs, not to exceed five thousand dollars (\$5,000), of an independent appraisal ordered by the owner, and conducted by an appraiser licensed by the Office of Real Estate Appraisers, as required under Code of Civil Procedure section 1263.025.

WHEREFORE, PG&E prays judgment that:

1. The Property Interests be condemned to PG&E's use for the purposes set forth in this Amended Complaint;

Attachment 2

2. Defendants be required to set forth the nature of their title, interest and claim in and to the lands herein sought to be condemned, and that the same be determined by this Court and condemned to PG&E's use;

3. Just compensation for such taking and any damages or benefits incidental thereto be ascertained, assessed and awarded as provided by law;

4. The reasonable value of all liens and encumbrances, if any, against the Property be ascertained, deducted from said judgment and be ordered paid to the persons thereunto entitled;

5. Such other and further relief as the Court may deem proper.

DATED: September 13, 2018

BURKE, WILLIAMS & SORENSEN LLP

By: 

Steven D. Roland

Randall G. Block

Nora E.B. Wetzel

Kara L. DiBiasio

Attorneys for Plaintiff

PACIFIC GAS AND ELECTRIC COMPANY

Attachment 2

EXHIBIT A

Attachment 2

LD 2111-05-0102

2008086 (JCN 06-05-033) 09 08 14

Line 407 – Phase 1

EXHIBIT "A"

EASEMENTS

LANDS:

The parcels of land described and designated PARCEL ONE and PARCEL TWO in the deed from ROSEVILLE RESIDENTIAL PROPERTIES, LTD., a California limited partnership to D F PROPERTIES, a California corporation dated August 21, 1987 and recorded in Book 3253 of Official Records at page 693, Placer County Recorder, State of California.

EASEMENT No. 1 (Pipeline)

A strip of land being a uniform width of 50.00 feet extending from the westerly boundary line of said PARCEL TWO, easterly to the westerly boundary line of an easement from DF Properties to Pacific Gas and Electric company, dated February 15, 2006 and recorded as Recorder's Serial Number 2006-0025101 and lying 50.00 feet southerly of the line described as follows:

Beginning at a point in the westerly boundary line of said PARCEL TWO and running thence

- (1) north 89°21'09" east approximately 2456.28 feet to a point which bears north 87°20'03" west 1537.82 feet from a 2-1/4" Brass Disc in a monument well at the intersection of Baseline Road and Fiddymont Road, said disc bears north 89°16'36" east 9736.09 feet from a railroad spike at Baseline Road and Watt Avenue as shown on the record of survey filed for record in Book 18 of Surveys, at Page 55 in the office of the Placer County Recorder; thence
- (2) north 84°08'36" east 53.71 feet; thence
- (3) north 87°50'32" east 279.59 feet; thence
- (4) north 88°40'32" east 148.35 feet; thence
- (5) north 89°30'32" east approximately 934.28 feet to a point in the westerly boundary line of said Pacific Gas and Electric company easement dated February 15, 2006.

EXCEPTING THEREFROM any portions of the above described real property granted to the City of Roseville by Grant Deed, right-of-way for road purposes recorded on July 16, 2012 in Document No. 2012-0062886 Official Records of Placer County, State of California. Containing 0.042 acres of land more or less.

Containing 4.403 acres of land more or less.

Attachment 2

EASEMENT No. 2 (Valve Lot)

Beginning at a point in the westerly boundary line of said PARCEL TWO and the northerly boundary line of the hereinbefore described Easement No. 1 and running thence

- (1) north 00°18'27" east 155.15 feet along said westerly boundary line to the herein referred to PT. 'A'; thence leaving said westerly boundary line
- (2) south 89°38'28" east 47.21 feet; thence
- (3) south 00°21'32" west 154.33 feet to the northerly boundary line of the hereinbefore described Easement No. 1; thence
- (4) south 89°21'09" west 47.07 along said northerly boundary line of the hereinbefore described Easement No. 1 to the point of beginning.

Containing 0.167 acres of land more or less.

EASEMENT No. 3 (Access Easement)

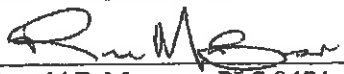
Beginning at a point in the westerly boundary line of said PARCEL TWO at the hereinbefore referred to PT. 'A' and running thence

- (1) north 00°18'27" east 45.28 feet along the westerly boundary line of said PARCEL TWO to a point of non-tangent curvature; thence leaving said westerly boundary line of said PARCEL TWO
- (2) southeasterly from a radial line which bears north 23°48'47" east, along a curve to the right having a radius of 220.50 feet, through a central angle of 08°56'25", an arc length of 34.41 feet to a point of reverse curvature; thence
- (3) along a curve to the left having a radius of 249.50 feet, through a central angle of 04°29'01", an arc length of 19.52 feet; thence
- (4) south 00°21'32" west 19.38 to the northerly boundary line of the hereinbefore described Easement No. 2; thence along said northerly boundary line of the hereinbefore described Easement No. 2
- (5) north 89°38'28" west 47.21 to said westerly boundary line of PARCEL TWO and the point of beginning.

Containing 0.036 acres of land more or less.

The Basis of Bearings for this description is geodetic north derived from California State Plane Coordinates, CCS83, Zone 2. To obtain grid bearings, rotate the bearings shown hereon by 00°01'51.6" counterclockwise. To obtain grid distances, multiply the distances shown hereon by 0.99990656. All units are U.S. Survey Feet.

Prepared By:
R.E.Y. Engineers, Inc.


Ronald E. Monsour, PLS 8474 Date: 8/02/2018

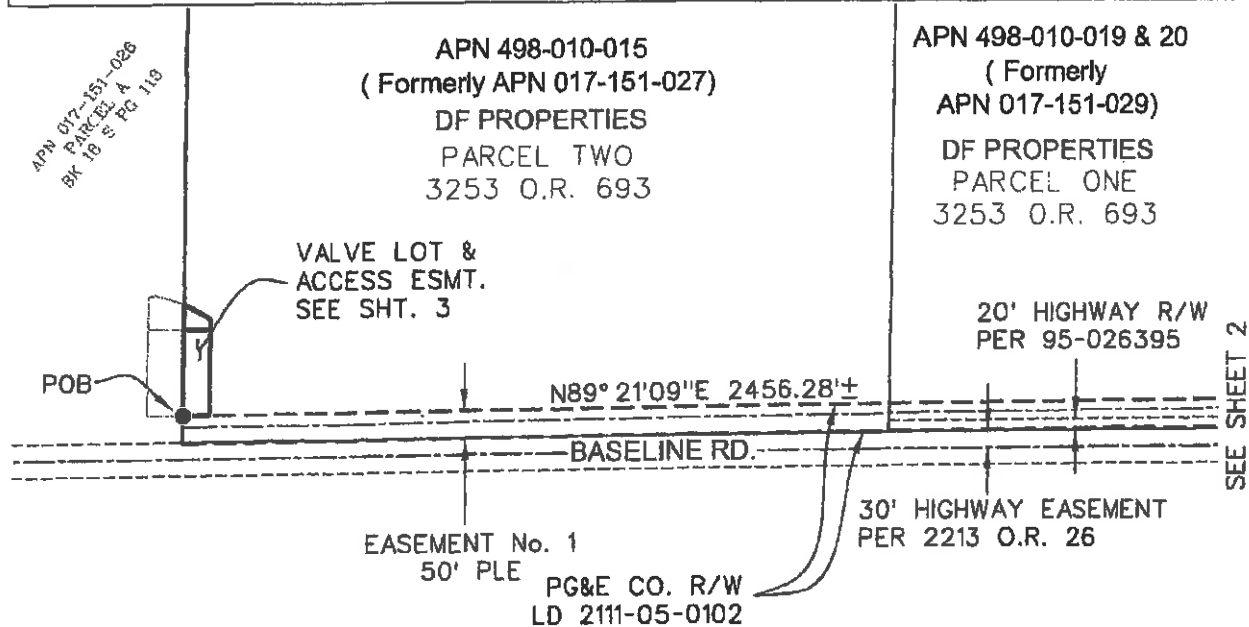
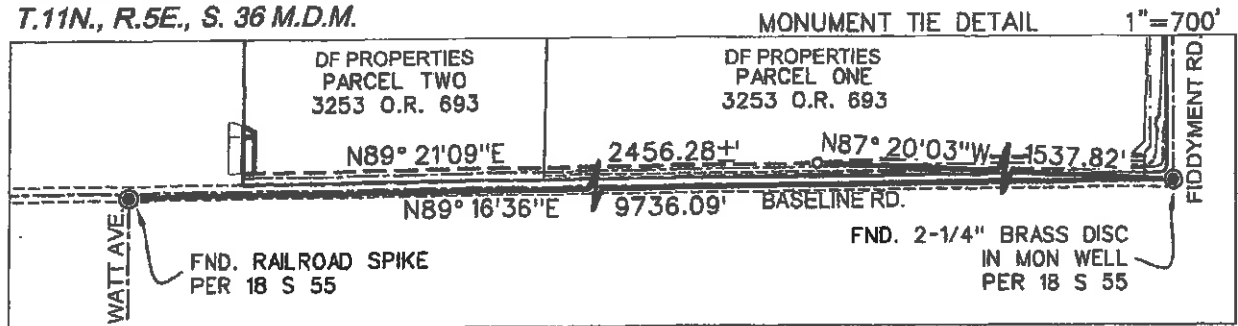


Attachment 2

EXHIBIT B

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.**



EASEMENT INFORMATION

EASEMENT NO. 1 (PLE)	AREA = 4.403 ACRES +/-
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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

8/02/2016
PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

REY, ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
1915 SUPERIOR BLVD. SUITE 100
MILFORD, CA 94550
(916) 336-2200 • (916) 336-1371



EXHIBIT "B" PIPELINE EASEMENT LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



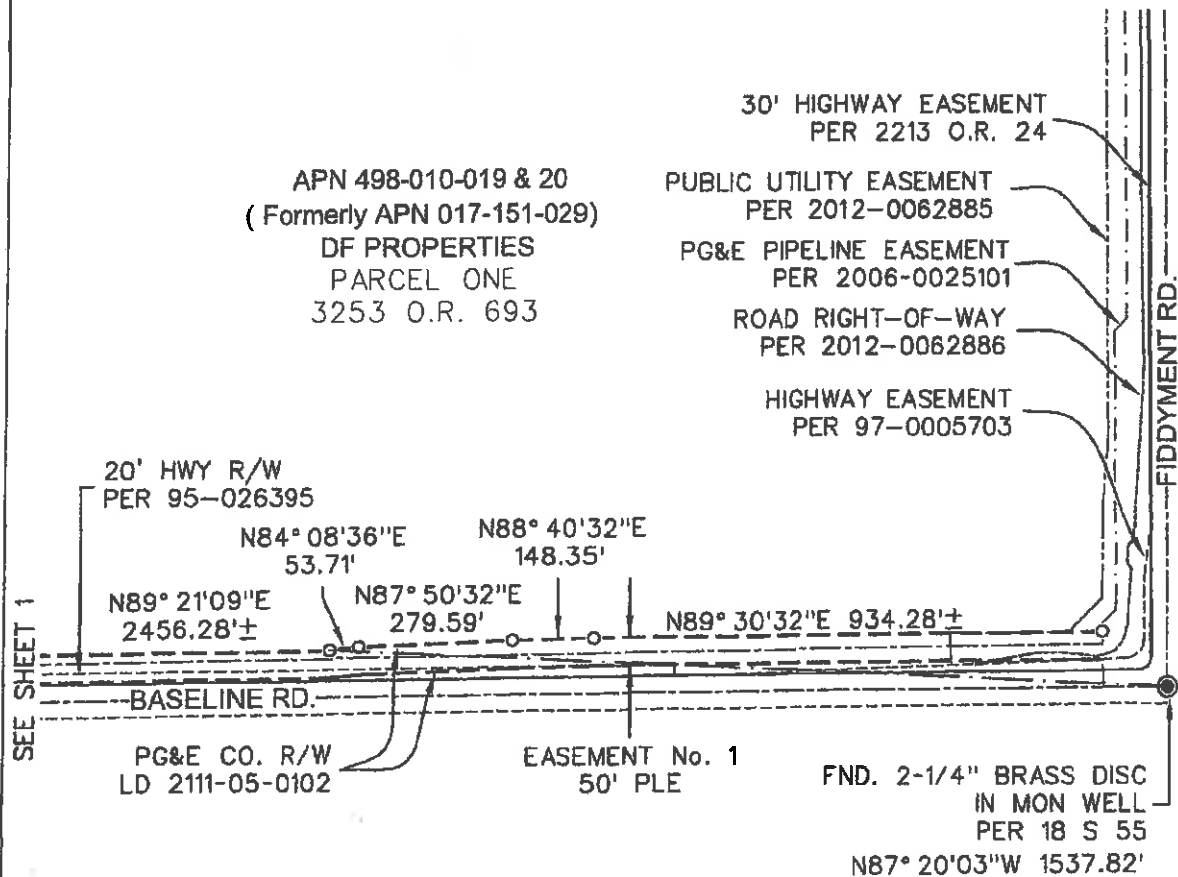
J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 1 OF 3
DRAWING NUMBER CHANGE

Scale 1"=300'
Date 8.02.2016
Drawn By RM
Checked By DPM2

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.B.&M.**



EASEMENT INFORMATION

EASEMENT NO. 1 (PLE)	AREA = 4.403 ACRES +/-
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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



8/02/2018

SCALE: 1"=300'

PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

REY, ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
1000 SUTTER STREET, SUITE 200, ALBANY, CA 94706
(916) 533-3000 FAX (916) 533-3701



EXHIBIT "B" PIPELINE EASEMENT

LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



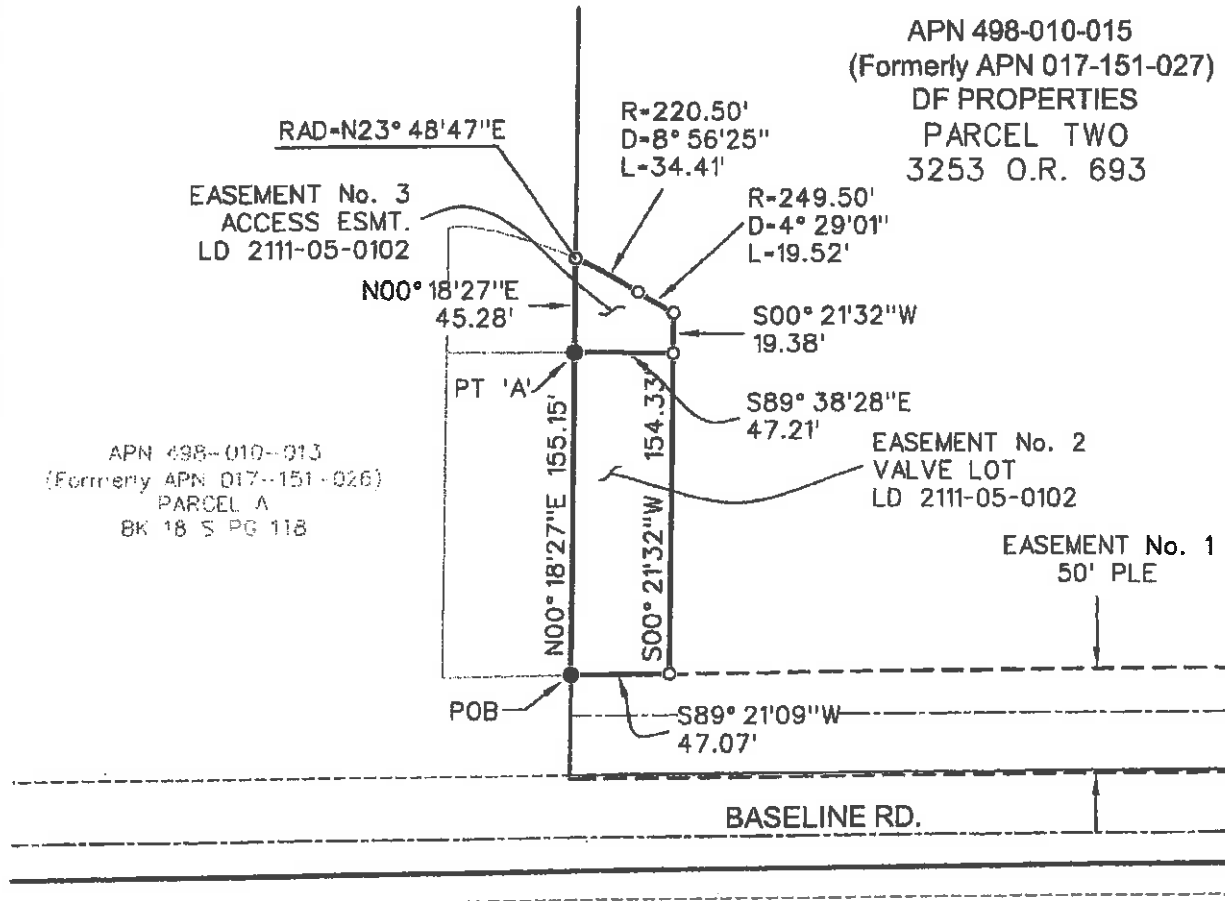
J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 2 OF 3
DRAWING NUMBER CHANGE

Scale 1"=300'
Date 8.02.2018
Drawn By RM
Checked By DPM2

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.B.&M.**



EASEMENT INFORMATION

EASEMENT No. 2 (VALVE LOT)	AREA = 0.167 ACRES +/-
EASEMENT No. 3 (ACCESS)	AREA = 0.036 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



8/02/2018 SCALE: 1"=80'
 PLE = PIPELINE EASEMENT
 POB = POINT OF BEGINNING

REY ENGINEERS, INC.
 CIVIL ENGINEERS AND SURVEYORS
 405 S. 7TH STREET, SUITE 200, SACRAMENTO, CA 95805
 (916) 441-2000 FAX (916) 441-2001



EXHIBIT "B" VALVE LOT & ACCESS EASEMENT LINE 407 ON DF PROPERTIES

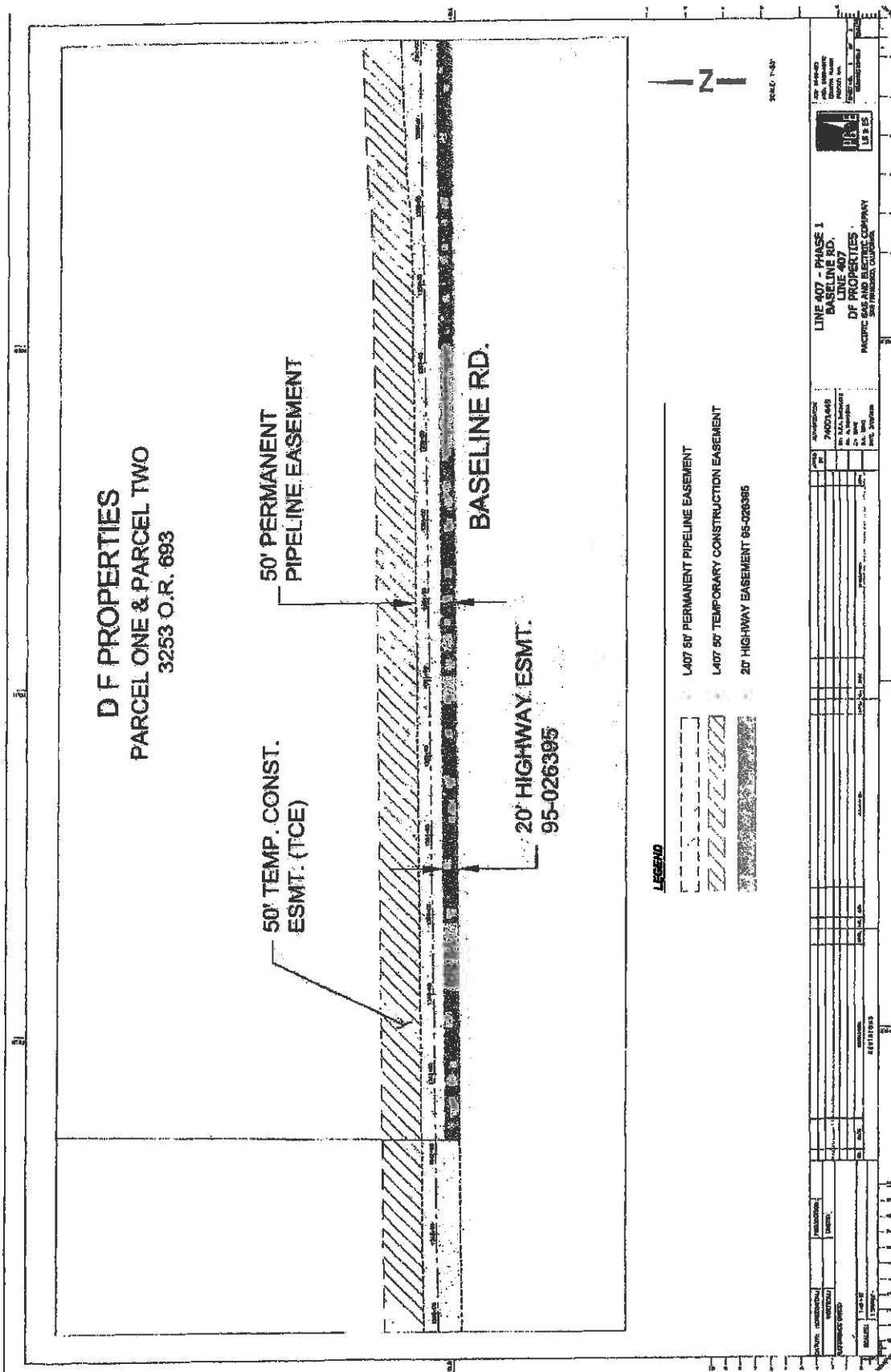
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



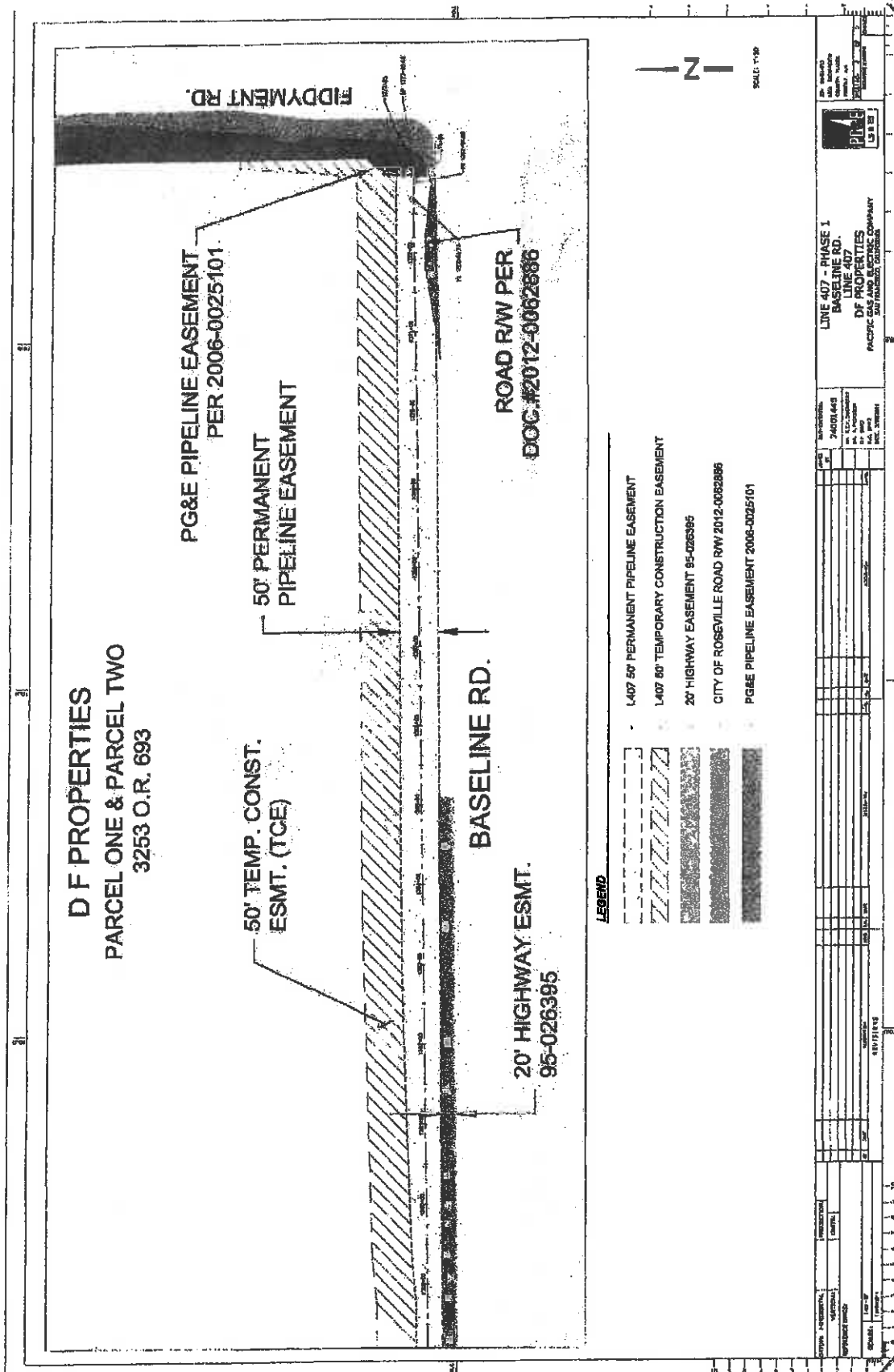
J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	3 OF 3
DRAWING NUMBER	CHANGE

Scale 1"=80'
 Date 8.02.2018
 Drawn By RM
 Checked By DPM2

Attachment 2



Attachment 2

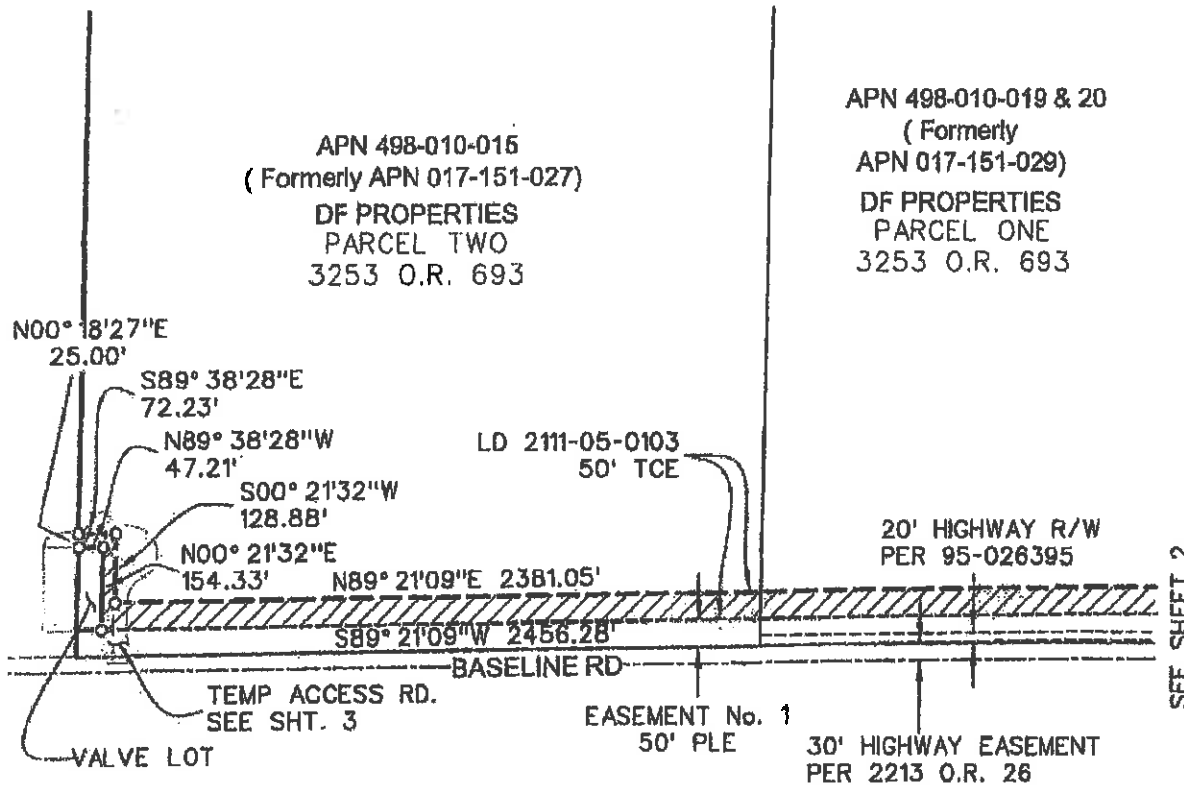


Attachment 2

EXHIBIT C

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.**



EASEMENT INFORMATION

TCE	AREA = 4.538 ACRES +/-
-----	------------------------

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CGS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01'51.8\" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990658. ALL UNITS ARE U.S. SURVEY FEET.



1/22/2018

SCALE: 1\"=300'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REY, ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
10525 CHERRY LANE, SUITE 100
ROSEVILLE, CA 95661
TEL: 916.264.4444 FAX: 916.264.4445

Scale: 1\"=300'
Date: 1.19.2018
Drawn By: RM
Checked By: DPM

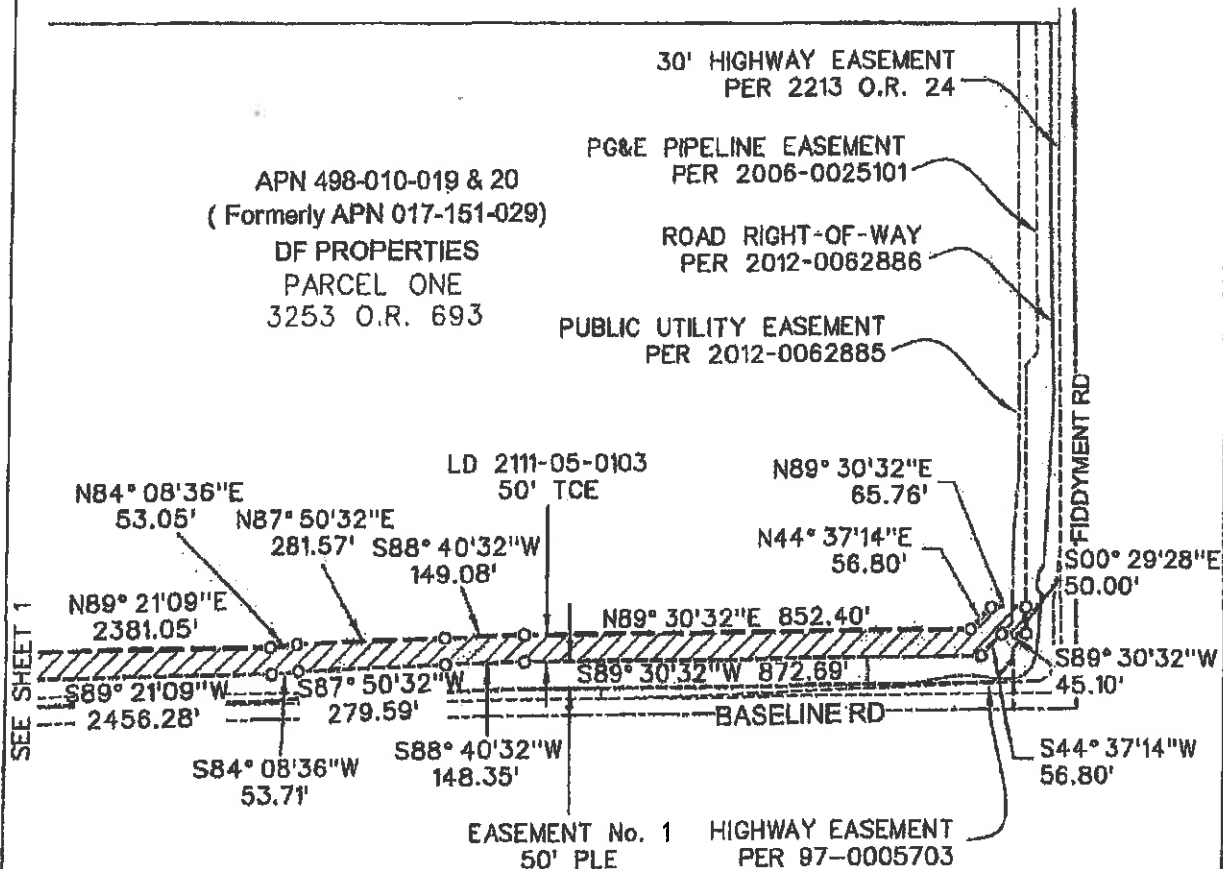
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988
SHEET NO. 1 OF 3
DRAWING NUMBER CHANGE

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.6E., S. 36 M.D.M.**



EASEMENT INFORMATION

TCE	AREA = 4.538 ACRES +/-
-----	------------------------

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.8\"



1/22/2018

SCALE: 1\"

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
1000 LAUREL STREET, SUITE 200
ROSEVILLE, CA 95678
TEL: (916) 782-1234 FAX: (916) 782-1235



EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON DF PROPERTIES**

**PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.**

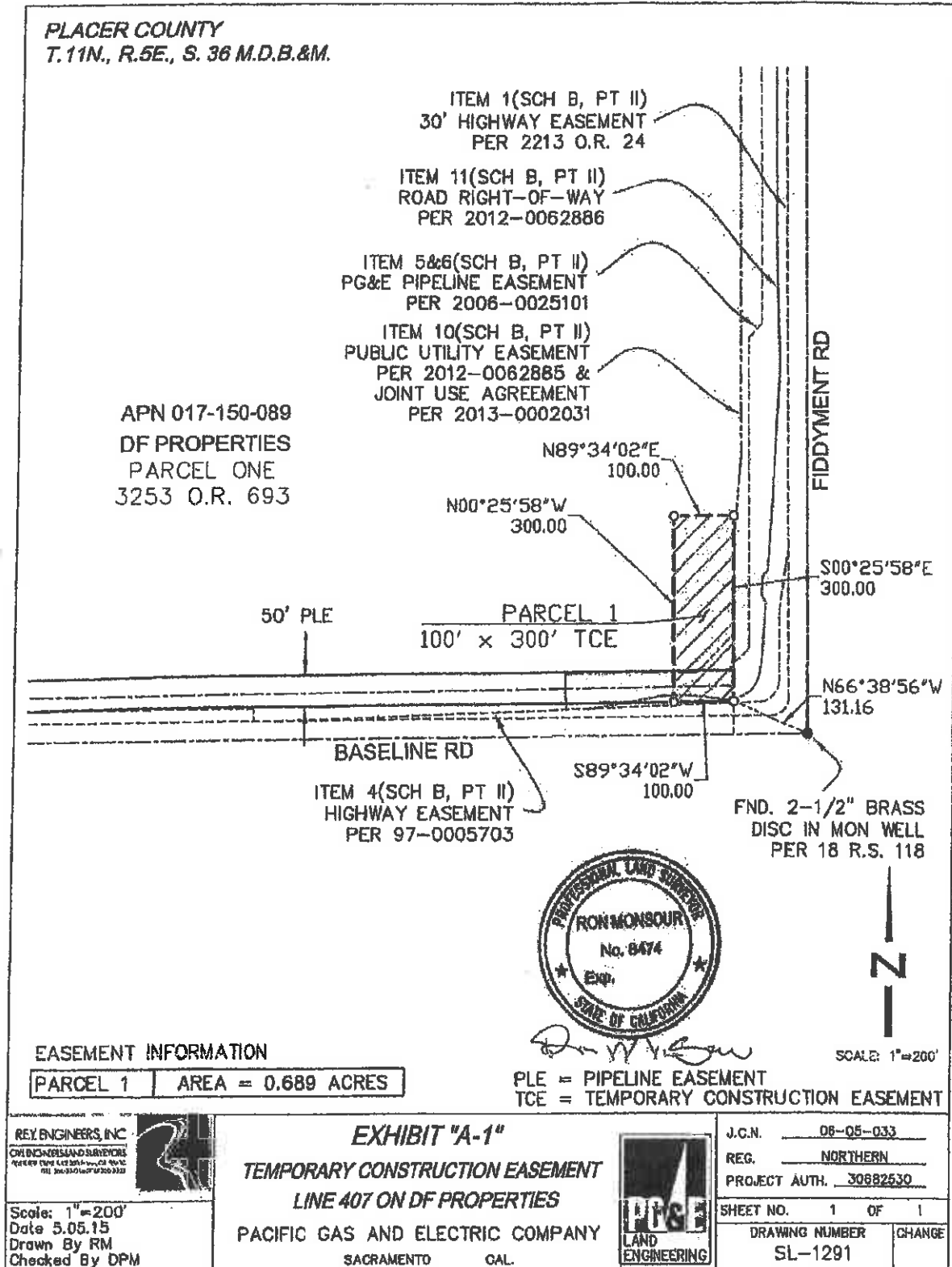


J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 2 OF 3
DRAWING NUMBER CHANGE

Scale: 1\"

Attachment 2

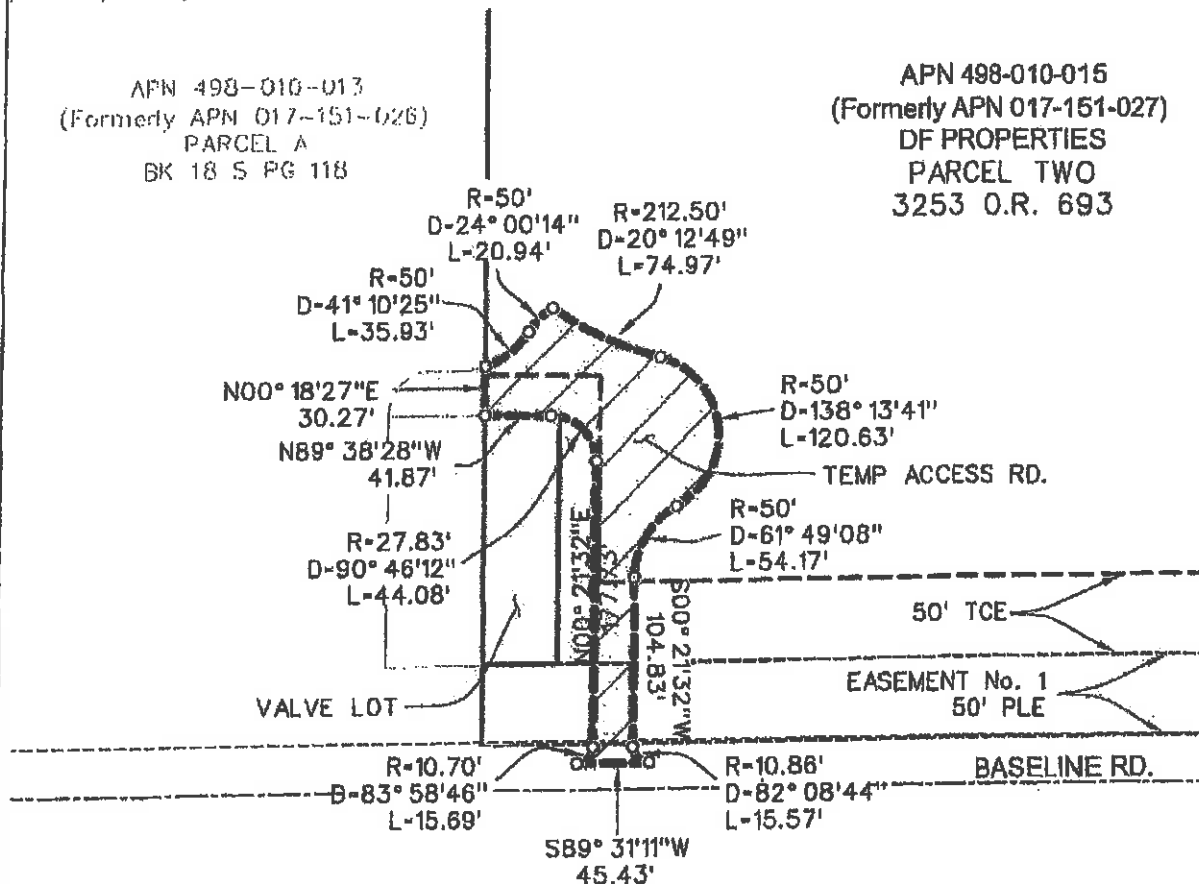


Attachment 2

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.

APN 498-010-013
(Formerly APN 017-151-026)
PARCEL A
BK 18 S PG 118

APN 498-010-015
(Formerly APN 017-151-027)
DF PROPERTIES
PARCEL TWO
3253 O.R. 693



EASEMENT INFORMATION

TEMPORARY ACCESS RD. AREA = 0.340 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, OCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.8" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990856. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REY ENGINEERS, INC.
CIVIL ENGINEERING AND SURVEYING
1710 17th Street, Suite 100
Sacramento, CA 95811



EXHIBIT "A"

TEMPORARY ACCESS ROAD

LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY

SACRAMENTO CAL.



J.C.N. 08-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 3 OF 3
DRAWING NUMBER CHANGE

Scale: 1"=300'
Date 1.19.2018
Drawn By RM
Checked By DPM

Attachment 2

EXHIBIT D

Attachment 2

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2111-05-0102

EASEMENT

2008086 (06-05-033) 09 08 14

LINE 407 PHASE 1

D F PROPERTIES, a California corporation,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the adequacy and receipt whereof are hereby acknowledged, hereby grants to PG&E the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipelines, and such underground wires, cables, conduits, and other electrical conductors, appliances, fixtures and appurtenances, as PG&E shall from time to time deem necessary for communication purposes, together with adequate protection therefor, and also a right of way, within the strip of land ("Pipeline Easement") lying within Grantor's lands which are situate in the county of Placer, state of California, and are described as follows:

(APN 498-010-020, 498-010-019, 498-010-015 formerly APN 017-151-027, 017-151-029)

The parcel of land described and designated LANDS on EXHIBIT "A", attached hereto and made a part hereof, excepting therefrom as much of the land as lies within the boundaries of streets, highways or other public easements subject to an easement or prescriptive right of the public for use for such purposes.

Attachment 2

The aforesaid strip of land ("Pipeline Easement") is described as follows:

The parcel of land described and designated EASEMENT No. 1 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor also grants to PG&E, an exclusive easement and right of way to construct, install, replace (of the initial or any other size), maintain and use such valves and other devices and equipment as PG&E shall from time to time deem necessary for metering, regulating and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence, the hereinafter described parcel of land ("Valve Lot") described as follows:

The parcel of land described and designated EASEMENT No. 2 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor also grants to PG&E a permanent Non-Exclusive access easement ("Access Easement") for ingress to and egress from the hereinbefore described Valve Lot together with the right to install concrete paving blocks and grass, to cover with bitumastic pavement, to install decorative planters with vegetation, to construct temporary fencing, store material, construct, reconstruct, maintain drainage, operate equipment and perform any other activities associated with the operation and maintenance of said Valve Lot and Pipeline Easement within the parcel of land described as follows:

The parcel of land described and designated EASEMENT No. 3 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor further grants to PG&E:

(a) the right of ingress to and egress from said Pipeline Easement, Valve Lot and Access Easement over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said Pipeline Easement, Valve Lot and Access Easement by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said Pipeline Easement, Valve Lot and Access Easement and to trim and to cut down and clear away any trees on either side of said Pipeline Easement, Valve Lot and Access Easement which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood,

Attachment 2

shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

(c) the right to use such portion of said lands contiguous to said Pipeline Easement as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said Pipeline Easement; and

(e) the right to mark the location of said Pipeline Easement by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said Pipeline Easement.

PG&E hereby covenants and agrees:

(a) not to fence said Pipeline Easement;

(b) to promptly backfill any excavations made by it on said Pipeline Easement and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said Pipeline Easement for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said Pipeline Easement, or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities. No trees or vines will be planted, or associated supporting structures will be located, within 10 feet of the centerline of the pipeline(s) within the easement area.

Grantor agrees that PG&E has the exclusive use of said Valve Lot and further agrees not to grant any easement or easements on, under or over said Valve Lot without the written consent of PG&E.

Attachment 2

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20____.

D F PROPERTIES, a California corporation

By _____

By _____

Attachment 2

LD 2111-05-0102

2008086 (JCN 06-05-033) 09 08 14

Line 407 - Phase I

EXHIBIT "A"

EASEMENTS

LANDS:

The parcels of land described and designated PARCEL ONE and PARCEL TWO in the deed from ROSEVILLE RESIDENTIAL PROPERTIES, LTD., a California limited partnership to D F PROPERTIES, a California corporation dated August 21, 1987 and recorded in Book 3253 of Official Records at page 693, Placer County Recorder, State of California.

EASEMENT No. 1 (Pipeline)

A strip of land being a uniform width of 50.00 feet extending from the westerly boundary line of said PARCEL TWO, easterly to the westerly boundary line of an easement from DF Properties to Pacific Gas and Electric company, dated February 15, 2006 and recorded as Recorder's Serial Number 2006-0025101 and lying 50.00 feet southerly of the line described as follows:

Beginning at a point in the westerly boundary line of said PARCEL TWO and running thence

- (1) north 89°21'09" east approximately 2456.28 feet to a point which bears north 87°20'03" west 1537.82 feet from a 2-1/4" Brass Disc in a monument well at the intersection of Baseline Road and Fiddymont Road, said disc bears north 89°16'36" east 9736.09 feet from a railroad spike at Baseline Road and Watt Avenue as shown on the record of survey filed for record in Book 18 of Surveys, at Page 55 in the office of the Placer County Recorder; thence
- (2) north 84°08'36" east 53.71 feet; thence
- (3) north 87°50'32" east 279.59 feet; thence
- (4) north 88°40'32" east 148.35 feet; thence
- (5) north 89°30'32" east approximately 934.28 feet to a point in the westerly boundary line of said Pacific Gas and Electric company easement dated February 15, 2006.

EXCEPTING THEREFROM any portions of the above described real property granted to the City of Roseville by Grant Deed, right-of-way for road purposes recorded on July 16, 2012 in Document No. 2012-0062886 Official Records of Placer County, State of California. Containing 0.042 acres of land more or less.

Containing 4.403 acres of land more or less.

Attachment 2

EASEMENT No. 2 (Valve Lot)

Beginning at a point in the westerly boundary line of said PARCEL TWO and the northerly boundary line of the hereinbefore described Easement No. 1 and running thence

- (1) north 00°18'27" east 155.15 feet along said westerly boundary line to the herein referred to PT. 'A'; thence leaving said westerly boundary line
- (2) south 89°38'28" east 47.21 feet; thence
- (3) south 00°21'32" west 154.33 feet to the northerly boundary line of the hereinbefore described Easement No. 1; thence
- (4) south 89°21'09" west 47.07 along said northerly boundary line of the hereinbefore described Easement No. 1 to the point of beginning.

Containing 0.167 acres of land more or less.

EASEMENT No. 3 (Access Easement)

Beginning at a point in the westerly boundary line of said PARCEL TWO at the hereinbefore referred to PT. 'A' and running thence

- (1) north 00°18'27" east 45.28 feet along the westerly boundary line of said PARCEL TWO to a point of non-tangent curvature; thence leaving said westerly boundary line of said PARCEL TWO
- (2) southeasterly from a radial line which bears north 23°48'47" east, along a curve to the right having a radius of 220.50 feet, through a central angle of 08°56'25", an arc length of 34.41 feet to a point of reverse curvature; thence
- (3) along a curve to the left having a radius of 249.50 feet, through a central angle of 04°29'01", an arc length of 19.52 feet; thence
- (4) south 00°21'32" west 19.38 to the northerly boundary line of the hereinbefore described Easement No. 2; thence along said northerly boundary line of the hereinbefore described Easement No. 2
- (5) north 89°38'28" west 47.21 to said westerly boundary line of PARCEL TWO and the point of beginning.

Containing 0.036 acres of land more or less.

The Basis of Bearings for this description is geodetic north derived from California State Plane Coordinates, CCS83, Zone 2. To obtain grid bearings, rotate the bearings shown hereon by 00°01'51.6" counterclockwise. To obtain grid distances, multiply the distances shown hereon by 0.99990656. All units are U.S. Survey Feet.

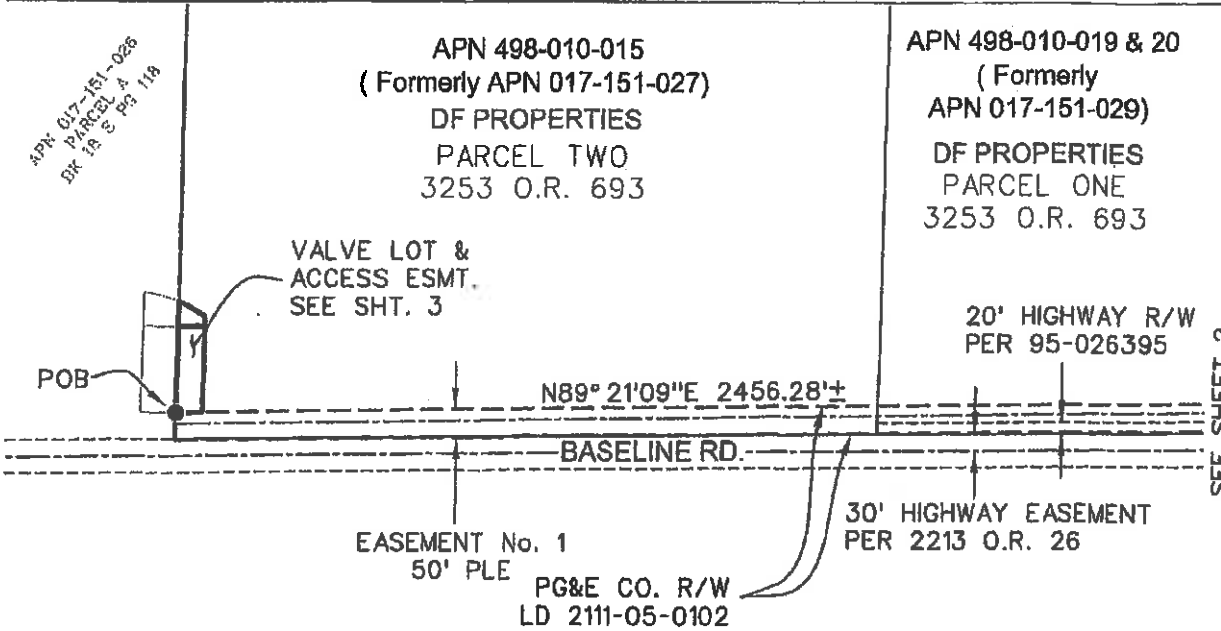
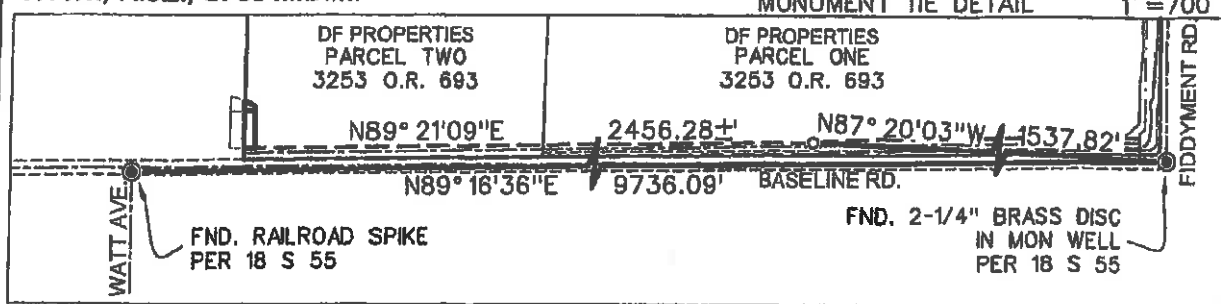
Prepared By:
R.E.Y. Engineers, Inc.


Ronald E. Monsour, PLS 8474 Date: 8/02/2018



Attachment 2

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.



EASEMENT INFORMATION

EASEMENT NO. 1 (PLE)	AREA = 4.403 ACRES +/-
----------------------	------------------------

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6\"



8/02/2018

SCALE: 1\"

PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
1000 17th Street, Suite 200, Sacramento, CA 95811
916.441.1111

Scale 1\"

EXHIBIT "B"
PIPELINE EASEMENT
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



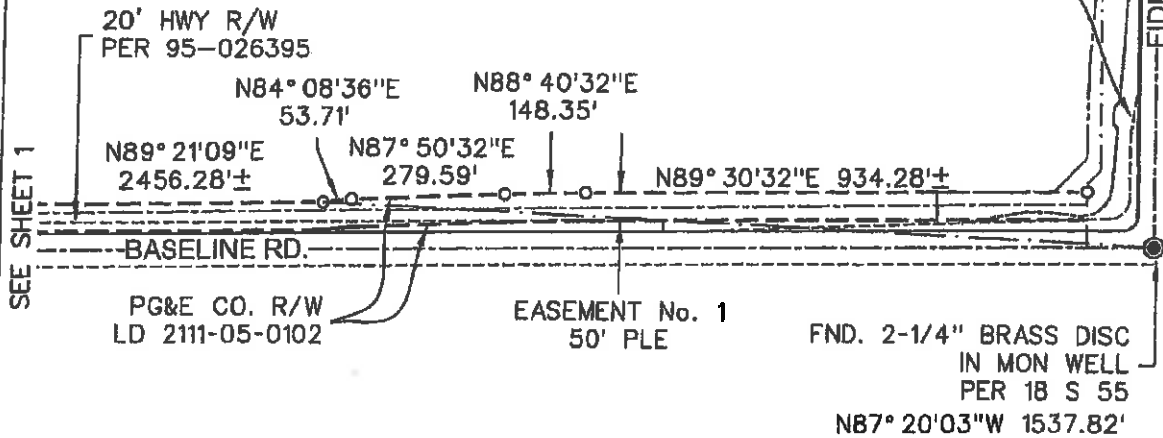
J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	1 OF 3
DRAWING NUMBER	CHANGE

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.B.&M.**

**APN 498-010-019 & 20
(Formerly APN 017-151-029)
DF PROPERTIES
PARCEL ONE
3253 O.R. 693**

**30' HIGHWAY EASEMENT
PER 2213 O.R. 24**
**PUBLIC UTILITY EASEMENT
PER 2012-0062885**
**PG&E PIPELINE EASEMENT
PER 2006-0025101**
**ROAD RIGHT-OF-WAY
PER 2012-0062886**
**HIGHWAY EASEMENT
PER 97-0005703**



EASEMENT INFORMATION

EASEMENT NO. 1 (PLE)	AREA = 4.403 ACRES +/-
-----------------------------	-------------------------------

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 07' 51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



8/02/2018

SCALE: 1"=300'

PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
4200 97TH STREET, SUITE 200, ALBANY, CA 94706
(916) 266-3000



EXHIBIT "B" PIPELINE EASEMENT

LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.

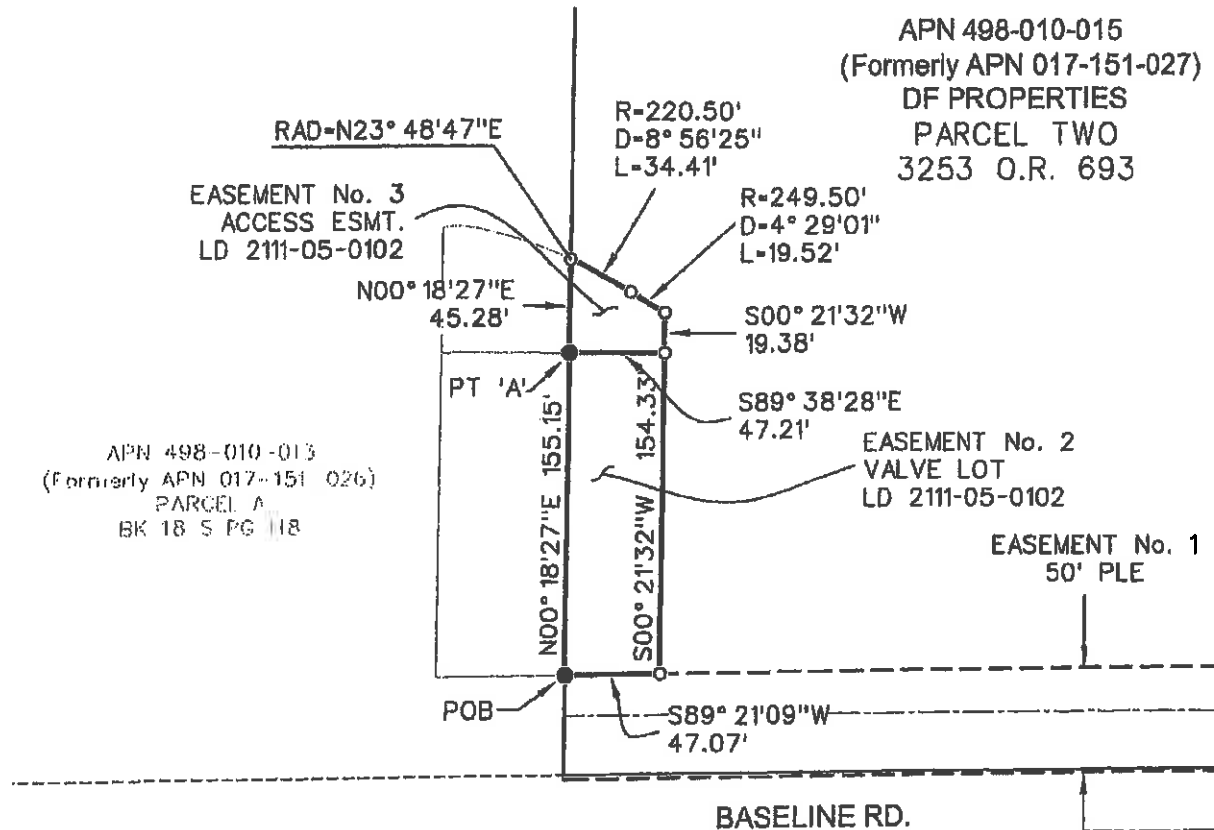


Scale 1"=300'
Date 8.02.2018
Drawn By RM
Checked By DPM2

J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	2 OF 3
DRAWING NUMBER	CHANGE

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.B.&M.**



EASEMENT INFORMATION

EASEMENT No. 2 (VALVE LOT)	AREA = 0.167 ACRES +/-
EASEMENT No. 3 (ACCESS)	AREA = 0.036 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=80'

PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
12015 1ST STREET, SUITE 200, ALBANY, CA 94506
(916) 200-2000 FAX (916) 200-2001

Scale 1"=80'
Date 8.02.2018
Drawn By RM
Checked By DPM2

EXHIBIT "B"
VALVE LOT & ACCESS EASEMENT
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988
SHEET NO. 3 OF 3
DRAWING NUMBER CHANGE

Attachment 2

EXHIBIT E

Attachment 2

LD 2111-05-0103
2008087 (JCN 06-05-033) 09 08 8
Line 407 - Phase 1

TEMPORARY CONSTRUCTION EASEMENT

D F PROPERTIES, a California Corporation,

hereinafter called Owner, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, a temporary easement, as defined below, to be used in connection with PG&E's pipe line construction and installation project, upon, over and across that certain real property in the City of Roseville, County of Placer, State of California, identified as Placer County Assessor's Parcel Number Portions of 498-010-015, 498-010-019 and 498-010-020 formerly 017-151-027, 017-151-029.

Said temporary easement is defined as follows:

- (a) the temporary right to use as a pipeline preparation area and for working strips and laydown and staging areas, including the right to place and operate construction equipment thereon the area outlined by the heavy dashed lines and cross hatched on Exhibit "A" sheets 1 and 2 of 3 attached hereto and made a part hereof and thereon designated TCE.
- (b) the temporary right to use as an access road the area outlined by the heavy dashed lines and cross hatched on Exhibit "A" sheet 3 of 3 attached hereto and made a part hereof and thereon designated Temporary Access Road.

The Parties agree as follows with respect to this TCE and Temporary Access Road:

1. Upon completion of PG&E's pipe line construction and installation project, PG&E agrees to restore said temporary easement area to a condition as nearly as practicable to its condition prior to its use by PG&E.
2. To indemnify and hold harmless Grantor and Grantor's agents, employees, successors and/or assigns against any loss and damage claim which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by the comparative negligence or willful misconduct of Grantor or Grantor's agents, employees, successors and/or assigns.
3. This easement is temporary and shall terminate upon the date of completion of PG&E's pipe line construction and installation project.

Attachment 2

Dated this _____ day of _____, 20__

D F PROPERTIES, a California Corporation

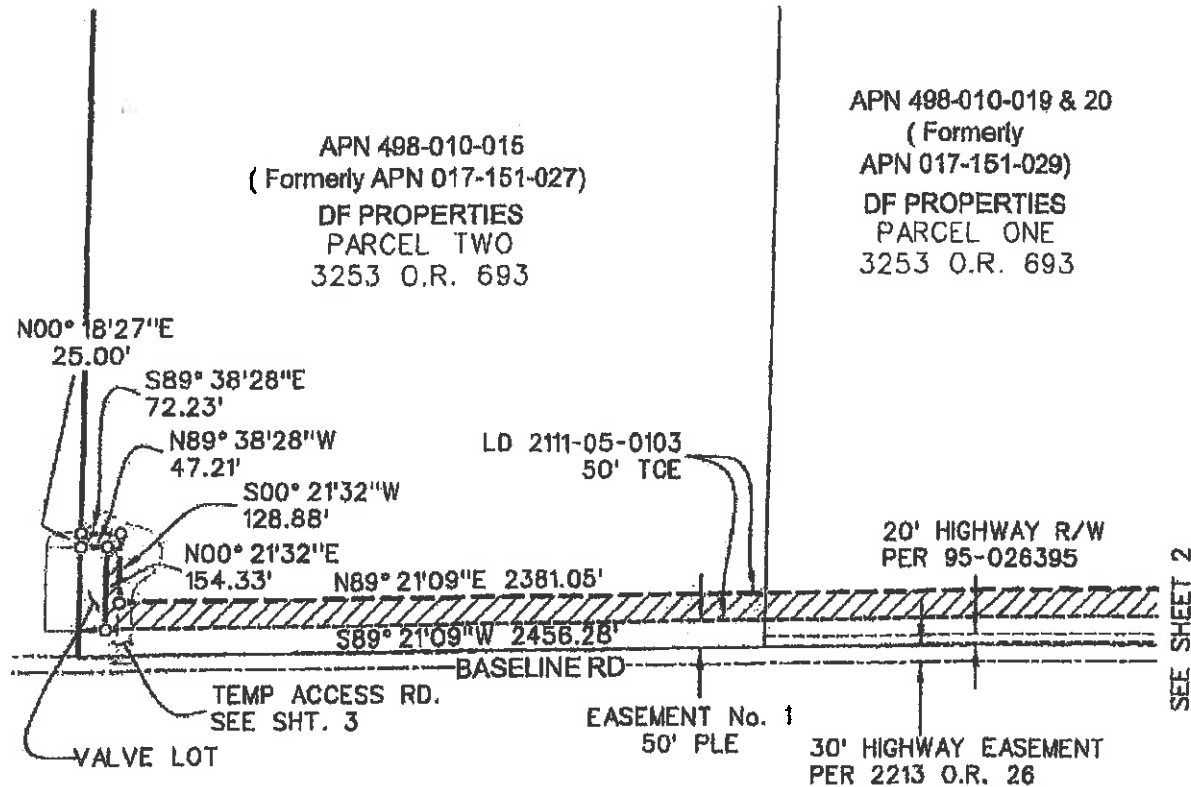
By _____

By _____

Attach to LD: 2111-05-0102
Area, Region or Location: 6
Land Service Office: Sacramento
Line of Business: 52
Business Doc Type: Temporary Construction Easement
MTKSQ: 21.11.05.36.31, 21.11.05.36.32, 21.11.05.36.24, 21.11.05.36.21, 21.11.05.36.23, 21.11.05.36.22,
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: N/A
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: 5
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 74001449
JCN: 06-05-033
County: Placer
Utility Notice Number:
851 Approval Application No: N/A ;Decision:
Prepared By: bcs6 *BCS*
Checked By: DPM1 *DPM*
Approved By: *DPM*
Revised by:
Revision Number: 7
Ver2 , changed TCE No. 1, delete TCE No. 3, add new TCE No. 3, 12/07 10 BCS
Ver3 , TCE No.1 and 2 combined and increased, 3/22/11 BCS
Ver4, Edit APN change 039 to 089, and Road Esmts 7/15/13 BCS
Ver5 Line Change, edit Exhibit, 3.2.15 BCS
Ver6 Edit Gas lot and added access esmt, 3/8/16/ BCS
Ver7 edited to 14' of pipeline at E'y tie in, not used 8/25/17 BCS
Ver8 Edited Ver6 to add new APN's and ref.to former APN's 1/22/18 BCS

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.**



EASEMENT INFORMATION

TCE	AREA = 4.538 ACRES +/-
-----	------------------------

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REY ENGINEERS, INC.
CIVIL ENGINEERING SERVICES
10000 WILSON AVENUE, SUITE 100
DUBLIN, CA 94568



EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY

SACRAMENTO CAL.



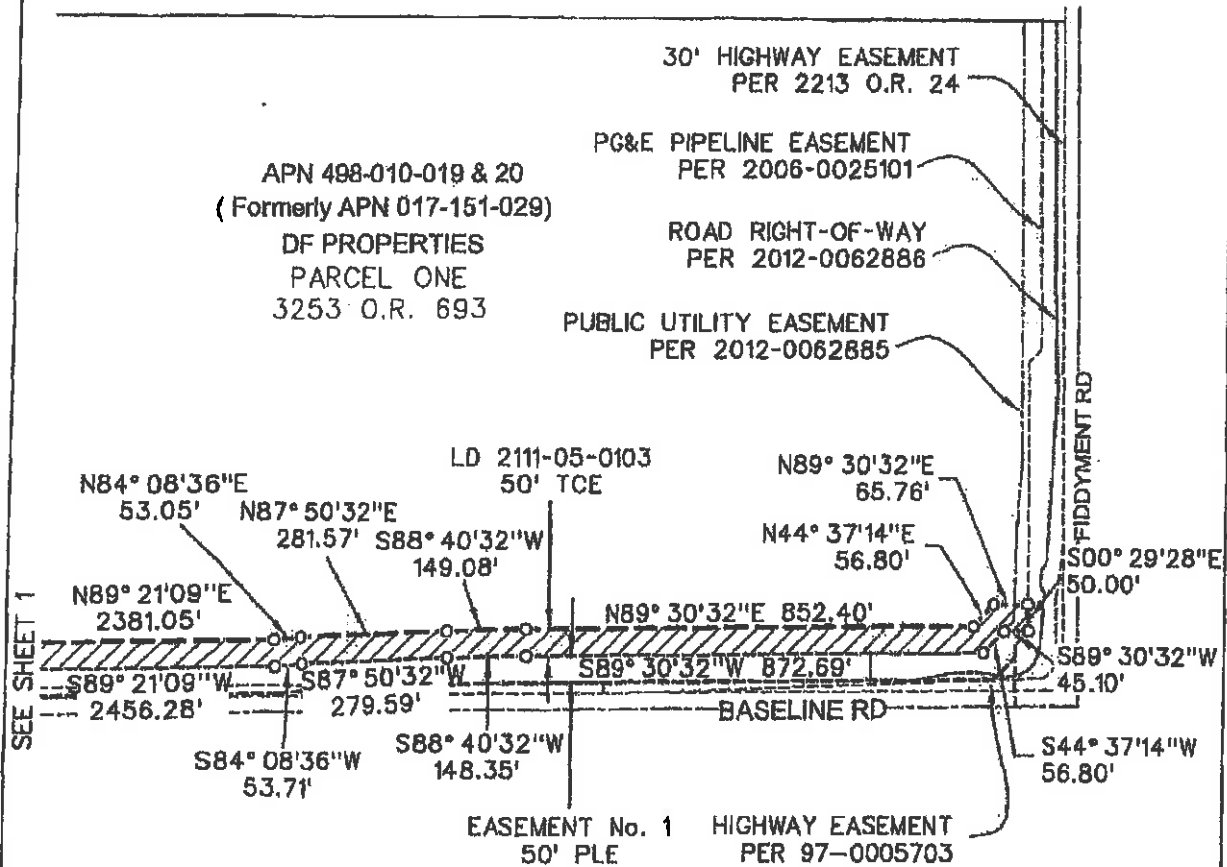
J.C.N. 05-05-033
REG. NORTHERN
PROJECT AUTH. 30503988

SHEET NO. 1 OF 3
DRAWING NUMBER CHANGE

Scale: 1"=300'
Date 1.19.2018
Drawn By RM
Checked By DPM

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.**

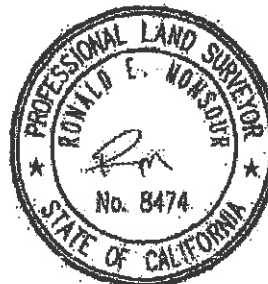


EASEMENT INFORMATION

TCE	AREA = 4.538 ACRES +/-
-----	------------------------

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETTIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990858. ALL UNITS ARE U.S. SURVEY FEET.



1/22/2018

SCALE: 1"=300'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REY ENGINEERS, INC.
CITY OF ROSEVILLE, CALIFORNIA
10000 BLOSSOM STREET
ROSEVILLE, CA 95661



EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 2 OF 3
DRAWING NUMBER CHANGE

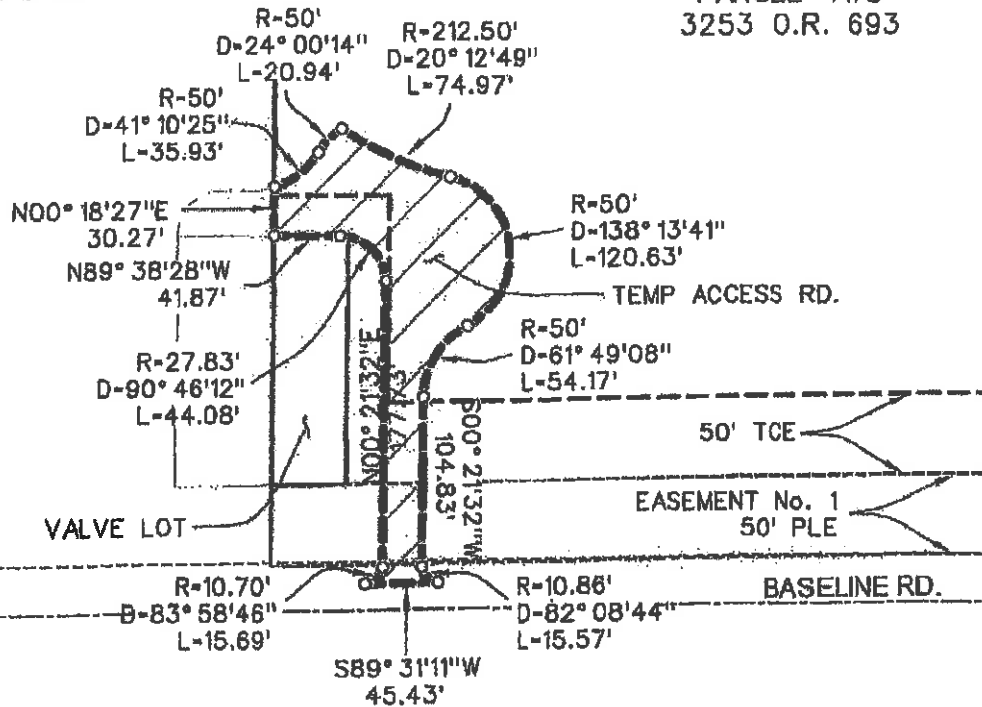
Scale: 1"=300'
Date 1.19.2018
Drawn By RM
Checked By DPM

Attachment 2

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.**

APN 498-010-013
(Formerly APN 017-151-026)
PARCEL A
BK 18 S PG 118

APN 498-010-015
(Formerly APN 017-151-027)
DF PROPERTIES
PARCEL TWO
3253 O.R. 693



EASEMENT INFORMATION

TEMPORARY ACCESS RD. AREA = 0.340 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, GC583, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990655. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REYENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
SANTA FE SPRING, CALIF. 92603
(714) 941-1111



EXHIBIT "A"

TEMPORARY ACCESS ROAD
LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 08-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 3 OF 3
DRAWING NUMBER CHANGE

Scale: 1"=300'
Date 1.19.2018
Drawn By RM
Checked By DPM

Attachment 2

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
2730 Gateway Oaks, Ste 220
Sacramento, California 95833

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2111-05-0158

2015086 (06-05-033) 4 15 2A

LINE 407 PHASE 1

TEMPORARY CONSTRUCTION EASEMENT

D F PROPERTIES, a California corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, a temporary easement, as defined below, to be used in connection with Grantee's pipe line construction and installation project, upon, over and across that certain real property in the City of Roseville, County of Placer, State of California, identified as Placer County Assessor's Parcel Number 017-150-089.

Said temporary easement is defined as follows:

The temporary right to use for working, pipe line preparation, hydro testing, laydown and staging areas, including the right to locate construction trailers and construction equipment including parking vehicles thereon, and the temporary right to enclose with a fence, the area outlined in a heavy dashed line on Drawing Number SL-1291 attached hereto and made a part hereof.

Upon completion of its pipe line construction and installation project, Grantee agrees to restore said temporary easement area to a condition as nearly as practicable to its condition prior to its use by Grantee.

Grantee agrees to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Attachment 2

This easement is temporary and shall terminate upon the date of completion of Grantee's pipe line construction and installation project.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20____.

D F PROPERTIES, a California corporation

By _____

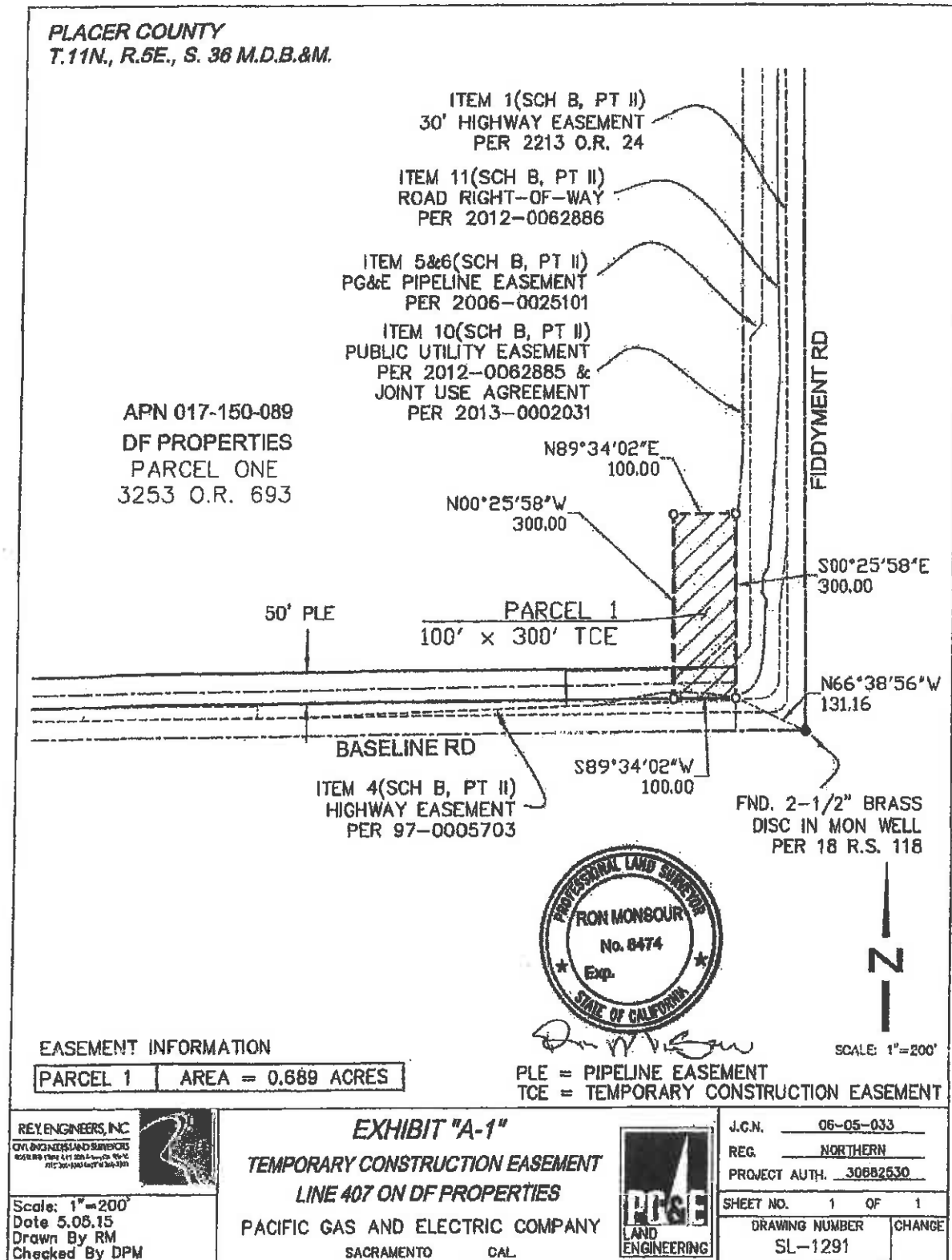
By _____

Area 6
Sacramento Land Office
Gas Transmission

Attachment 2

USGS location: T11N, R5E MDM, SE ¼ SEC 36
FERC License Number(s): N/A
PG&E Drawing Number(s): SL-1291
PLAT NO. N/A
LD of any affected documents: N/A
LD of any Cross-referenced documents: 2111-05-0102
TYPE OF INTEREST: 05, 52
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order #: 30682530
ICN: 06-05-033
County: Placer
Utility Notice Numbers: N/A
851 Approval Application No. _____ N/A
Prepared By: BCS6/ REY ENGINEERS, Inc
Checked By: BCS6
Revision Number: 1
Ver 2 Added JUA to Exhibit, 5/5/15 BCS
Ver 2A Removed Compensation Language 6/27/18

Attachment 2



Attachment 2

EXHIBIT F

Attachment 2



City Manager
311 Union Street
Roseville, California 95678

March 3, 2017

Mr. Stephen Rowland
Sedgwick LLP
333 Bush Street, 30th Floor
San Francisco, CA 94104

Re: PG&E Condemnation Actions in Placer County Superior Court
Case Nos. SCV0034539, SCV0035650, SCV0035651, SCV0035652

Mr. Rowland:

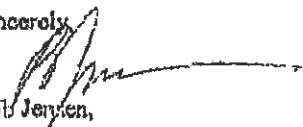
Pacific Gas and Electric Company ("PG&E") filed condemnation actions in Placer County Superior Court against several landowners to acquire portions of their property for the construction of a natural gas pipeline known as the PG&E Line 407 project ("Project"). One section of the PG&E Project runs parallel to Baseline Road in the Sierra Vista Specific Plan ("SVSP") area in Roseville, CA. The City of Roseville, a municipal corporation located in Placer County, CA, adopted the SVSP in May of 2010. Several landowners in the SVSP are named defendants in the PG&E condemnation actions, including:

- DF Properties, a California corporation (Case No. SCV0035649)
- John J. Guerra, Jr., Successor Trustee of the Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976 (Case No. SCV 0035650)
- Baseline P&R, LLC (Case No. SCV0035651)
- KV Sierra Vista, LLC (Case No. SCV0035651)
- Baseline 80 Investors, LLC (Case No. SCV0035652)

As part of the approval process for the SVSP, the landowners named above were required to irrevocably offer to dedicate land to the City of Roseville for certain public improvements (easements, roads, infrastructure, parks and open space, etc.). At this time, the City of Roseville has not formally accepted those offers of dedication because the SVSP remains largely undeveloped, but intends to do so as the SVSP develops.

However, in light of the above facts, the City of Roseville does hereby confirm by this letter that it is not seeking any compensation from PG&E or the landowners as it relates to the above-mentioned condemnation actions and the areas subject to irrevocable offers of dedication to the City.

Sincerely,


Rob Jensen,
City Manager

cc: City Attorney

Exhibit No. 9

R. Jensen

3/29/17

Elizabeth K. Jensen
CITY OF ROSEVILLE, CA 95678

(916) 774-5382 • Fax • (916) 774-5485 TDD • (916) 774-6220 • citymanager@cityofroseville.ca.us • www.cityofroseville.ca.us/citymanager

Attachment 2

PROOF OF SERVICE

I, LAURA A. FLOOD, declare:

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 101 Howard Street, Suite 400, San Francisco, California 94105-6125. On September 14, 2018, I served a copy of the within document(s):

SECOND AMENDED COMPLAINT IN EMINENT DOMAIN

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below.
- ☐ OVERNIGHT COURIER – by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below via **FEDERAL EXPRESS**.
- ☐ I caused the above listed document(s) to be personally delivered via **FIRST LEGAL** to the person(s) at the address(es) set forth below.
- ☐ E-MAIL - by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Gary Livaich, Esq.
Brian Manning, Esq.
Kristen Ditlevsen Renfro, Esq.
DESMOND, NOLAN, LIVAICH & CUNNINGHAM
15th & S Building
1830 15th Street
Sacramento, CA 95811
Telephone: (916) 443-2051
Facsimile: (916) 443-2651
Email(s): glivaich@dnlc.net
bmanning@dnlc.net
krenfro@dnlc.net

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on

Attachment 2

1 motion of the party served, service is presumed invalid if postal cancellation date or postage
2 meter date is more than one day after date of deposit for mailing in affidavit.

3 I declare under penalty of perjury under the laws of the State of California that the above
4 is true and correct.

5 Executed on September 14, 2018, at San Francisco, California.

6 
7 LAURA A. FLOOD

Attachment 3

Stephen L. Schirle (Bar No. 96085)
Cesar V. Alegria, Jr. (Bar No. 145625)
PACIFIC GAS AND ELECTRIC COMPANY
P.O. Box 7442
San Francisco, CA 94120

DIRECT CORRESPONDENCE TO:

SEDGWICK LLP

STEVEN D. ROLAND (Bar No. 108097)
RANDALL G. BLOCK (Bar No. 121330)
GAIL E. KAVANAGH (Bar No. 154705)
NORA E. WETZEL (Bar No. 287773)
333 Bush Street, 30th Floor
San Francisco, CA 94104
Telephone: (415) 781-7900
Facsimile: (415) 781-2635

Attorneys for Plaintiff
PACIFIC GAS AND ELECTRIC COMPANY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation,

Plaintiff,

vs.

DF PROPERTIES, a California
corporation; GARY SHARP; DOES 1
through 30, inclusive; and ALL PERSONS
UNKNOWN CLAIMING AN INTEREST
IN THE PROPERTY DESCRIBED IN
THE COMPLAINT,

Defendants.

CASE NO. SCV 0035649

APNs 017-151-027 and 017-151-029 (formerly
017-150-027 and 017-150-089) (Portion)

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF PG&E'S MOTION
FOR PREJUDGMENT POSSESSION**

Complaint Filed: December 31, 2014

///

///

///

Sedgwick_{LLP}

Attachment 3

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, on August 26, 2015, the Court entered an Order granting
3 plaintiff Pacific Gas and Electric Company's motion for prejudgment possession, a true and
4 correct copy of which is attached hereto as Exhibit A.

5 DATED: September 2, 2015

SEDGWICK LLP

6
7 By: 

Gail E. Kavanagh

Randall Block

Nora Wetzel

Attorneys for Plaintiff

PACIFIC GAS AND ELECTRIC COMPANY

Sedgwick_{LLP}

Attachment 3

EXHIBIT A

Attachment 3

Stephen L. Schirle (Bar No. 96085)
Cesar V. Alegria, Jr. (Bar No. 145625)
PACIFIC GAS AND ELECTRIC COMPANY
P.O. Box 7442
San Francisco, CA 94120

FILED
Superior Court of California
County of Placer

AUG 26 2015

Jake Chatters
Executive Officer & Clerk
By: T. Ducharme, Deputy

DIRECT CORRESPONDENCE TO:

SEDGWICK LLP
STEVEN D. ROLAND (Bar No. 108097)
RANDALL G. BLOCK (Bar No. 121330)
GAIL E. KAVANAGH (Bar No. 154705)
NORA E. WETZEL (Bar No. 287773)
333 Bush Street, 30th Floor
San Francisco, CA 94104
Telephone: (415) 781-7900
Facsimile: (415) 781-2635

Attorneys for Plaintiff
PACIFIC GAS AND ELECTRIC COMPANY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation,

Plaintiff,

vs.

DF PROPERTIES, a California
corporation; GARY SHARP; DOES 1
through 30, inclusive; and ALL PERSONS
UNKNOWN CLAIMING AN INTEREST
IN THE PROPERTY DESCRIBED IN
THE COMPLAINT,

Defendants.

CASE NO. SCV 0035649

PROPOSED
**ORDER GRANTING MOTION FOR
PREJUDGMENT POSSESSION**

The motion of Plaintiff Pacific Gas & Electric Company for an order for possession came regularly for hearing before the above-captioned Court on July 14, 2015. Gail E. Kavanagh appeared for Plaintiff; Gary Livaich and Brian Manning appeared for Defendants; James Moore appeared on behalf of City of Roseville and DF Properties, and Joseph Mandell appeared on behalf of City of Roseville. Having considered the parties' written submissions and comments at the hearing, the Court hereby orders that the motion is GRANTED for the reasons stated in the Court's Rulings on the Motion entered herein on July 24, 2015.

Attachment 3

1 IT IS HEREBY ORDERED that:

2 Pursuant to Code of Civil Procedure section 1255.410, PG&E is entitled to take
3 possession of the Property described in the Complaint on file herein 30 days after service of
4 this Order.

5 DATED: August 26, 2015

6 Charles D. Wachob

7 JUDGE OF THE SUPERIOR COURT OF
8 PLACER COUNTY

9 Approved as to form:

10 
11 _____
12 Brian Manning
13 Desmond, Nolan, Livach & Cunningham
14 Counsel for Defendants
15
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Attachment 3

Pacific Gas and Electric Company v. DF Properties, et al.
Placer County Superior Court, Case No. SCV 0035649

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Sedgwick LLP, 333 Bush Street, 30th Floor, San Francisco, California 94104. On September 2, 2015, I served the within document(s):

**NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF PG&E'S MOTION FOR
PREJUDGMENT POSSESSION**

- ☐ FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached Telecommunications Cover Page(s) on this date before 5:00 p.m.
- ☐ ELECTRONIC MAIL - by transmitting via e-mail the document(s) listed above to the e-mail address(es) set forth below.
- ☐ MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below.
- ☐ PERSONAL SERVICE - by causing personal delivery of the document(s) listed above to the person(s) at the address(es) set forth below via First Legal Support Services.
- ☒ OVERNIGHT COURIER - by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below via Federal Express.

Gary Livaich, Esq.
Brian Manning, Esq.
Kristen Renfro, Esq.
DESMOND, NOLAN, LIVAICH
& CUNNINGHAM
15th & S Building
1830 15th Street
Sacramento, CA 95811

Attorneys for Defendants

Telephone: (916) 443-2051
Facsimile: (916) 443-2651

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Attachment 3

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 2, 2015, at San Francisco, California.


Ramonette G. Mendoza

Sedgwick

Attachment 4

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), effective as of February 1, 2016, ("the Effective Date"), is made by and between Pacific Gas and Electric Company ("PG&E") on the one hand and DF Properties, Inc. ("Owner") on the other hand.

RECITALS

WHEREAS PG&E is undertaking construction of the Line 407 segment of the PG&E Line 406/407 Natural Gas Pipeline Project (the "Project"), which was approved by the California State Lands Commission ("CSLC") as Lead Agency pursuant to the California Environmental Quality Act (CEQA) after environmental review and certification of a Final Environmental Impact Report ("Final EIR") in November 2009;

WHEREAS the Project route approved by the CSLC, as reflected in the Final EIR, includes portions of the real property in which Owner holds an interest in Placer County, California ("Property");

WHEREAS PG&E has commenced an eminent domain action in the Superior Court for the County of Placer ("Court"), entitled *Pacific Gas & Electric Company v. DF Properties, LLC, et al.*, Case No. SCV 0035649 (the "Action"), for the purpose of obtaining the property interests described in the Complaint ("Property Interests");

WHEREAS the Court granted PG&E's Motion for Prejudgment Possession of the Property Interests;

WHEREAS Owner has requested that PG&E make certain adjustments to the Project alignment, and

WHEREAS PG&E is willing to accommodate Owner's request subject to the terms herein and in the Memorandum of Understanding, effective February 1, 2016, by and between PG&E, Owner, the owners of other properties within the Sierra Vista Specific Plan (collectively with Owner, the "Sierra Vista Owners") and the City of Roseville ("City"),

NOW, THEREFORE, in consideration of the terms and conditions herein, Owner and PG&E (the "Parties" and each a "Party") hereby agree as follows:

Attachment 4

1. Possession and Use.

A. Owner acknowledges and agrees that PG&E has the right to possess and use the Property Interests described in the Complaint filed in the Action pursuant to the Court's Order granting PG&E's Motion for Prejudgment Possession. Owner grants to PG&E the right to possess and use the additional and/or modified easements described and depicted in **Exhibits B, C and D** hereto. PG&E's rights to possession and use of the easements include all of the rights in and subject to the limitations described in Exhibits B, C and D, as expressly modified by the terms herein.

B. Just compensation for the above-described easements will be determined by agreement of the parties or by judgment in the Action. Compensation for the temporary construction easement shall be based on a minimum one year time period, commencing the date construction starts. Additional time, if any, shall be compensated at the rate determined during the compensation phase of the eminent domain action. . In no event shall either the access or temporary construction easements extend beyond two years from the commencement of construction of the pipeline on the Property.

2. Agreed Adjustment of Alignment of Pipeline.

A. In reliance upon Owner's description of and data relating to the expected future grade and future location of utilities on the Property, the 30-inch gas pipeline shall be designed and constructed within a 50'-wide permanent easement with a minimum depth of cover of 5 feet except for those portions of the pipeline constructed via Horizontal Directional Drill ("HDD"), sixteen utility sags with a 9-foot minimum depth of cover, and four major street crossings with a 13-foot minimum depth of cover as measured from future finished grades previously provided by MacKay & Soms. The installed minimum depth of cover is based on either current or future grade, whichever is deeper at the time the pipeline is constructed. Sag details, location of sags and street crossings, and horizontal location of the pipeline shall be constructed substantially consistent with the attached **Exhibit A** (GTS Plans for L-407 Baseline Road, 11 sheets dated 1/21/2016). PG&E acknowledges that Owner intends to build the roadways and other improvements depicted on Exhibit A, and such construction is consistent with the easement acquisitions necessary for PG&E's project. Exhibit A is for reference only and is not intended for construction purposes. GTS and PG&E will provide L-407 Phase 1,

Attachment 4

Issued for Construction drawings when finalized.

B. PG&E will make reasonable Minor Adjustments in the vertical alignment of the Project to accommodate changes in Owner's development plans provided that any such adjustments are requested, with supporting engineered drawings, no later than August 1, 2016 or, if the construction start date (currently scheduled for February 1, 2017) is delayed, then 180 days before the revised construction start date. A "Minor Adjustment" is a change that will not increase the number of field bends in the pipeline, will not increase the width of any utility sags or road crossings, and will not require the use of different construction techniques or any additional or different approval(s) from the California State Lands Commission or any other agency.

3. Additional Rights and Obligations Governing Property Interests. In addition to the terms and conditions set forth in Exhibits B, C and D, PG&E's possession and use of the easements are subject to the following additional terms:

A. Final compaction over the portions of the pipeline installed by open trench construction shall achieve a relative minimum compaction of 85% within landscaped areas and 95% under all future roadways

B. PG&E shall provide Owner and the City with a schedule of major milestones for the pipeline construction project no later than February 15, 2016. PG&E will provide Owner and the City with updated construction schedules every six months or as substantial changes are made to the schedule

C. PG&E will instruct its contractor(s) to coordinate with the contractors engaged by Owner regarding construction activities, scheduling and temporary access. Either Owner or PG&E may request a meeting to coordinate construction activity

D. Any special construction techniques that may be required by PG&E (*i.e.* hand digging) for the future construction and placement of utilities to support the SVSP shall be limited to within 2-feet vertically and 5-feet horizontally from the edge of the L-407 pipeline once the pipeline has been physically located and marked. PG&E will waive any and all costs associated with PG&E facility location and inspection for the construction of future improvements in the vicinity of the gas line. All construction activity in the vicinity of the

Attachment 4

pipeline shall otherwise be subject to requirements, standards and practices of Underground Service Alert of Northern/Central California and Nevada ("USA North")

E. Heavy equipment to be used over the installed pipeline shall conform to the Wheel Loading Table attached hereto as **Exhibit E**.

F. Pursuant to APM BIO-16 and APM BIO set forth in the Final EIR, PG&E will, upon completion of construction restore the permanent and temporary easement areas to their preexisting condition, including with respect to drainage patterns.

G. PG&E will compensate Owner for any damage to the Owner's property that may result from PG&E's exercise of its easement rights, including for replacement, in like kind, quality and number, of all surface, underground, and landscape improvements that are removed, damaged or destroyed by PG&E.

H. In the event that adherence to typical design and separation standards is not possible, Owner may request approval of atypical design as shown in Exhibit A, Sheet 11, which approval shall not be unreasonably withheld.

I. Prior to construction of any PG&E facilities within the City's jurisdiction, PG&E shall submit, as necessary, all plans for construction within the City's jurisdiction for review, comment, and approval, including grading, drainage, and traffic control plans.

J. PG&E shall be responsible for obtaining and effectuating all necessary approvals and permits, and paying all costs and fees necessary for the construction of the Project

K. After completion of construction of the Project, PG&E will provide the City as-built drawings.

L. The additional terms set forth in subparagraphs 3.A through 3.K above shall be incorporated into any Final Order of Condemnation entered in the Action or into any settlement agreement which resolves the issue in the Action.

4. Escrow Account.

A. PG&E will establish an interest-bearing escrow account with U.S. Bank with an opening balance of \$1,000,000 (One Million Dollars) to be distributed to the Sierra Vista Owners as provided herein for extraordinary costs associated with the construction of all SVSP

Attachment 4

utilities. Each of the Sierra Vista Owners may apply for distribution of funds from the account where (1) conflicts arise between SVSP utilities and any portion of the PG&E pipeline, (2) the actual as-built depth of cover of the pipeline is less than 9 feet, and (3) the conflict requires modification of the SVSP utility. All attempts to align SVSP utilities to cross at sag locations will be made.

B. The monies in the fund, including accrued interest, will be available for a period of 20 years commencement of construction of the Project on any of the Sierra Vista Owners' properties.

C. The funds shall be available to the Sierra Vista Owners on a pro-rata basis, calculated according to the relative length of the frontage of each property excluding (1) the HDD depths and (2) the areas within the bores and sags. The share of the funds available to each of the Sierra Vista Owners is set out in **Exhibit F**. The Sierra Vista Owners and their successors may reallocate the available funds at their discretion, provided that they give written notice of such reallocation to PG&E. In the event of any change of ownership of all or any portion of Owner's property such that any other person becomes entitled as a successor-in-interest to Owner to request distributions from the account funds, Owner shall promptly provide written notice of such change to PG&E as provided herein.

D. Owner may request a disbursement of funds from the account by delivering to PG&E a request for disbursement including (1) Owner's name; (2) Owner's pro-rata share of the funds, pursuant to Subsection (C) above; (3) the amount of funds previously disbursed to Owner; (4) a description of the conflict and reason why the SVSP utility cannot be aligned to cross at a sag in the PG&E pipeline; and (4) appropriate engineered drawings and cost estimates, showing the nature and location of the asserted conflict and the estimated cost of modifying the utility. Within 30 days of receipt of such a request, PG&E shall determine whether the asserted conflict meets the criteria described above. PG&E staff time necessary for the review of plans, or observation and inspection of construction shall be at PG&E's sole cost.

E. Nothing in this Agreement or in the MOU shall be deemed or construed to be an admission by PG&E that the Project will or is likely to increase Owner's cost of developing the Property in any amount.

Attachment 4

5. Relocation of Baseline Pressure Reducing Station.

A. Subject to PG&E obtaining all necessary approvals from the California State Lands Commission (CSLC) and any other necessary agency approvals, PG&E agrees to relocate and construct the Pressure Reducing Station (PRS) on Specific Plan Parcels CG-70 and DF-40 located east of Market Street as depicted in Exhibit A and in general conformity with **Exhibit G** hereto. (Exhibit G is subject to further refinement.) The grading of the site will conform to the future rough grade of the adjacent property as provided by Owners provided that proper site drainage is facilitated. Owners acknowledge and agree that it may be reasonably necessary for PG&E to go outside of the boundaries of the temporary construction easement to effectuate the grading.

B. In reliance upon the Owners' representation that they unanimously support and agree to the relocation of the PRS as depicted in Exhibits A and F, and that the relocation of the PRS will be deemed permissible under the current EIR for the Sierra Vista Specific Plan without further formal publicly-circulated environmental review (i.e., without a subsequent or supplemental environmental impact report [EIR] or a new mitigated negative declaration or negative declaration, as opposed to an addendum to the Final Environmental Impact Report certified by the City of Roseville in 2010), PG&E is proceeding with efforts to obtain approval of the relocation from the California State Lands Commission (CSLC) if required by CSLC or to expedite any other required agency approvals related to the relocation. In coordination with Owners and the City, PG&E will use best efforts to try to obtain all necessary approvals from the CSLC and/or any other agency for the PRS relocation. Such efforts will include communicating with CSLC staff; presenting to CSLC staff an application for variance (after seeking and obtaining input from the Owners and City on a draft application); providing all information requested by staff in and subsequent to the application; investigating whether a formal or informal appeal to the Commission would be available to either PG&E, the City, or the Owners in the event that CSLC staff were to deny the proposed variance; sharing with the City and the Owners the information received regarding the existence of any such formal or informal appeal to the Commission; and, if the application is denied by staff, making use of such procedures, if any, as may be available to request review of the denial by the Commission, provided that such review will not result in further formal publicly-circulated environmental review (i.e., a subsequent EIR or supplemental EIR or a new mitigated negative declaration or negative

Attachment 4

declaration, as opposed to an addendum to the Final Environmental Impact Report certified by the SLC in 2009). In the event of a denial of the variance application by CSLC staff, the Owners and the City shall also have the right to make use of whatever procedure(s) may be available to seek review of such a denial by the Commission. PG&E will notify the affected Owners (i.e., those on whose properties the PRS is to be relocated) and the City of any and all meetings it has with the CSLC staff to discuss the CSLC process for reviewing the variance and/or the relocation of the PRS, and the affected Owners and the City will have a right to attend those meetings accompanied by legal counsel of their own choosing. If, despite PG&E's best efforts, the CSLC declines to approve the relocation in reliance on the Amended Final EIR without further formal publicly-circulated environmental review (i.e., without a new EIR, a subsequent EIR, a supplemental EIR, a mitigated negative declaration, or a negative declaration, as opposed to a variance or addendum to the Amended Final EIR), or if the CSLC and/or any other necessary agency approvals have not been granted within eight (8) months of submittal of a completed application therefor, Owners and the City will not oppose, object to or challenge construction of the PRS construction at the original FEIR approved location. If, at the end of the 8-month period, PG&E reasonably believes that the necessary approvals will be granted within a reasonable period, then PG&E may extend the period for an additional thirty (30) days.

C. In the event that the approval of the PRS relocation by CSLC or any other agency imposes conditions on the relocation, and if additional permanent or temporary property interests would be required to comply with such conditions, then Owners shall provide, and PG&E shall compensate the Owners for, such additional property interests to PG&E to permit PG&E to comply with the condition.

D. Ultimate access into the PRS will be from the future Ronten Road. PG&E will complete the final access improvements into the PRS within three months of the completion of Ronten Road or three months of receipt of City of Roseville Permit(s) for installation of such access, whichever is later. Interim access will be from the future Market Street, which will likely be constructed before Ronten Road. Until Market Street is built, PG&E may construct a temporary access road to the PRS from Baseline to the gates of the PRS, within a 50 foot wide corridor along the east side of the PRS. The parties acknowledge and agree that the temporary access road depicted on Sheet 1 of Exhibit B may have to be revised in order to avoid impacting wetlands or other environmental resources. In that event, PG&E agrees that the access road may

Attachment 4

be revised to avoid such resources and the Affected Owners agree that they will provide such additional or different property interests as necessary to accommodate the change, at no cost to PG&E. The temporary road will be removed by PG&E and the area will be restored to rough grade as provided by the Owners within 120 days of the date that Owners give notice to PG&E that Market Street is paved and available for PG&E's use. Alternatively, the temporary roadway will be removed by the subject Owner at PG&E's cost.

E. PG&E shall grade the entire area around and within 25 feet of the PRS to ultimate rough grade and construct the masonry wall to match the finished grade as provided by the Owners.

F. The PRS shall be enclosed with an 8-foot high masonry wall with access gates, all of which must be in conformance with the SVSP Design Guidelines. The PRS design, including fencing, must comply with PG&E Corporate Security requirements. In the event of any conflict between the SVSP Design Guidelines and the PG&E Corporate Security requirements, the latter shall govern and the City will grant any necessary variance(s) from the Design Guidelines.

G. Within 45 days of the execution of the Settlement Agreements, PG&E shall make a one-time payment to the subject Owners for the current cost of installation of landscaping around the PRS. The landscaping cost shall be based on the SVSP design criteria, and the cost of the landscaping and installation shall be calculated by MacKay & Soms in conjunction with all necessary consultants.

H. Due to the relocation of the PRS, the storm drain located at the Market Place intersection, as shown on the exhibit accompanying the Owners' and City's proposal will be relocated to avoid conflict with the PRS. In addition, the width of the pipeline offset for the intersection may be adjusted to accommodate for the PRS' proximity to the intersection.

I. Temporary power to the PRS will be supplied by Roseville Electric. Prior to construction, PG&E shall coordinate its power requirements with Roseville Electric. In the event that permanent underground power is not available to the site, a temporary overhead line will be extended to the site. The Owners or City will provide a temporary public utility easement for the temporary line once the alignment is set. All costs associated with the design and construction of the temporary overhead line will be the responsibility of PG&E. Once permanent

Attachment 4

underground power is extended to the site, PG&E will remove the temporary facilities.

6. Temporary Restricted Road Access. Owner acknowledges and agrees that the relocation of the Pressure Reducing Station as described above will require PG&E to temporarily block access from Baseline Road to A Street and Upland Drive and may require temporarily restricted (but not blocked) access to Fiddymont Road. PG&E will, in coordination with the City, use reasonable means to minimize the extent of any interference with traffic on Fiddymont Road and to limit the period of any such impact on access to roadways. PG&E will make every effort to ensure no roadway is blocked for more than two weeks. PG&E will coordinate with the City and prepare a traffic control plan to address the access impacts caused by its Project.

7. Claims and Defenses in the Action

A. PG&E will amend its Complaint filed in the Action as necessary to ensure consistency with this Agreement. Owner will execute a Stipulation for Filing of Amended Complaint for filing with the Court. Owner agrees and acknowledges that the filing of the Amended Complaint does not constitute an abandonment of any portion of any of the eminent domain actions. The date of valuation is the Effective Date.

B. In consideration of the terms and conditions herein, Owner waives any right to challenge PG&E's right to take and possess the Property Rights in the Action.

C. In further consideration of PG&E's funding of the escrow account described in Section 4 above, Owner agrees that any appraisal and opinion of just compensation submitted by Owner in the Action will not include potential increased construction costs as a factor in determining just compensation in the Action.

D. Subject to the above, PG&E and Owner reserve all rights and arguments with respect to the amount of just compensation to be paid for PG&E's acquisition of the Property Rights.

E. Under and consistent with the terms of section 1268.510 of the California Code of Civil Procedure, PG&E reserves the right to abandon the Action in whole or in part.

F. Upon the payment of just compensation as determined by a settlement or judgment after trial, Owner will execute, notarize and deliver to PG&E deeds conveying the Easements as described in Exhibits B and C hereto.

Attachment 4

G. PG&E shall withdraw its Memorandum of Costs filed in the declaratory relief action, and waives claims, if any, to other litigation expenses and costs incurred as part of the declaratory relief or CPUC actions.

8. Owner's Representations. Owner represents and warrants:

A. Owner has the full right, power and legal authority to enter into this Agreement, and to carry out Owner's obligations under this Agreement.

B. Owner is not aware of any legal, administrative, or other proceeding or inquiry pending against the Property or against Owner which could affect Owner's title to the Property, or the value of the Property, or subject Owner to liability with respect to the Property.

C. Owner is not aware of any attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against Owner.

D. Owner has not entered into any contracts for the sale of the Property or any portion thereof to any person.

E. Owner acknowledges that to the best of its knowledge, it is not aware of any rights held by any person within the easement areas on the Owner's property, other than the rights described in the Litigation Guarantee provided by PG&E. Each Owner will also agree that any rights granted to any person after the Effective Date of this Memorandum will not be senior to the rights conveyed to PG&E by this Memorandum or to be conferred by the Easement Deeds.

9. Settlement Payment.

A. In consideration of the terms and conditions herein, and upon receipt of a Form W-9 completed and signed by Owner, PG&E shall pay Owner the sum of \$5,000, which sum will be credited against the amount of just compensation ultimately determined to be due to the Property Owner for PG&E's acquisition of the Property Interests.

B. PG&E shall reimburse Owner and the other Sierra Vista property owners who are parties to the Memorandum of Understanding, jointly and collectively, for engineering costs in an amount of \$150,000 as evidenced by invoices provided by Owners.

Attachment 4

10. Cooperation. Owner shall cooperate with PG&E, the other SVSP Owners and the City to obtain all necessary approvals from the CSLC and other agencies for the Project modifications and will confirm to the California State Lands Commission that the Project as modified fully complies with PG&E's obligations under Mitigation Measure LU-1d.

11. Indemnification. PG&E shall indemnify Owner against any loss and damage caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment arising from or related to its use of the Property Interests under this Agreement, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Owner's comparative negligence or willful misconduct.

12. Entire Agreement. This Agreement, together with the Memorandum of Understanding between the Parties dated February 1, 2016, which is incorporated herein by this reference as though set forth in full, reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous agreements, discussions, understandings or promises, written or oral, between the Parties concerning PG&E's possession and use of the Easements. In the event of any discrepancy between then terms in this Agreement and the terms of the Memorandum of Understanding, the provisions of this Agreement shall govern the parties' rights and obligations.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such term and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

15. Notices. All notices required or permitted to be given hereunder shall be delivered by certified mail as follows:

To Owner:

DF Properties, Inc.
c/o Jeff Ronten
2013 Opportunity Dr., Ste. 140
Roseville, CA 95678

Attachment 4

To PG&E:

Seth Curran
Pacific Gas and Electric Company
Land Management
2730 Gateway Oaks Dr. Suite #220
Sacramento, CA 95833

With a copy to:

Cesar V. Alegria, Jr., Esq.
Pacific Gas & Electric Company
Legal Department
P.O. Box 7442
San Francisco, CA 94120

A party may provide written notice of any change of the party's designated contact person(s), which notice shall be effective fifteen (15) days after receipt by the other party.

16. Successors in Interest. This Agreement shall not be recorded but a Memorandum of Settlement Agreement may be recorded. This Agreement shall be binding on and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.

17. Fees and Costs. Except as otherwise provided in this Agreement, each party shall bear its attorneys' fees and legal costs incurred in connection with negotiating the matters described in this Agreement.

18. Severability. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

19. Amendment. Owner's and PG&E's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by Owner and PG&E.

20. Authority to Execute and Bind. Each of the Parties represents and warrants that the person executing this Agreement on the Party's behalf has full and complete legal authority to do so and thereby bind the Party to this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Attachment 4

IN WITNESS WHEREOF, the Parties have executed this Agreement.

DF Properties, LLC

Pacific Gas & Electric Company

By 
Jeff Ronten

By Matthew Pender

Exec. VP/CFO
(title)

Matthew Pender
(print name)

Director, Land Management
(title)

Attachment 5

GRADING WORK AGREEMENT

D.F. Properties, a California Corporation ("DF"), John J. Guerra, Successor Trustee of the Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976 ("CGB Trust"), and Pacific Gas and Electric Company, a California corporation ("PG&E") (collectively, "Parties"), in support of their agreement ("Agreement"), recite and agree as follows:

RECITALS

- A. PG&E filed its complaints in eminent domain on December 31, 2014 to take easement interests in portions of DF's property and the CGB Trust's property for the construction and operation of PG&E's Line 407 pipeline project.
- B. In response to the complaint, DF and the CGB Trust objected to PG&E's right to take, alleging that the location, design, and construction of the pipeline, including the pressure reducing station ("PRS"), did not achieve the greatest public good with the least private injury. PG&E obtained an order of possession in each action.
- C. After good faith and intensive negotiations, following issuance of the order of possession, the Parties reached a resolution of the issues related to the location, design, and construction of PG&E's pipeline, including the PRS, subject to conditions as set out in a Memorandum of Understanding and Settlement Agreements executed by the Parties.
- D. The agreed upon relocation of the PRS necessitates the filling of a wetland area, which will be filled in by DF as part of their commercial development.
- E. The issuance of a regional general permit ("Permit") by the U.S. Army Corps of Engineers is required in order to perform necessary grading work related to filling the wetland, and thus relocating the PRS.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Incorporation of Recitals and Definitions. The foregoing recitals are true and are an integral part of this Agreement. The foregoing definitions are fully incorporated herein.
2. Notices. DF shall submit any and all necessary notices to the U.S. Army Corps of Engineers so as to effectuate the issuance of the Permit.
3. Grading Work Completion. DF shall take all reasonably necessary steps to complete grading work related to filling the wetland and relocating the PRS to the location, adjacent to the easterly boundary of future Market Street, straddling the Properties owned by DF (APN 017-151-027) and the CGB Trust (APN 017-151-025 ("New Location"), by May 31, 2017. DF will deliver a completed pad ready for construction of the PRS and will deliver confirmation that the wetlands have been filled in accord with all permitting requirements. CGB Trust shall not do anything to restrict DF's access to that portion of CGB Trust's property necessary for grading work. By executing this Agreement, the CGB Trust grants a right of entry to DF Properties and

Attachment 5

authorizes DF Properties to enter that portion of the property owned by the CGB Trust which is necessary to complete the grading work.

4. If the grading is not completed by May 31, 2017, for any reason, PG&E will at its discretion, install a temporary PRS at the originally planned location on Parcel One of DF's property (APN 017-150-089), just west of the intersection of Baseline Road and Fiddymont Road, to facilitate operation of Line 407 during the winter of 2017-2018. PG&E will install the permanent PRS at the New Location, during 2018, assuming all necessary permits and variances are obtained to do so. PG&E and DF Properties agree to meet and confer in good faith to discuss an extension of the deadline if the work is not completed by May 31, 2017.

5. Subject to completion by DF by May 31, 2017, or a subsequent date as agreed upon by the parties pursuant to paragraph 4 above, of all grading necessary to allow construction of the PRS at the New Location, PG&E will pay costs of construction, including mitigation fees, up to approximately \$271,000, but subject to review and approval, which will not be unreasonably withheld, by PG&E of specific cost items as items are submitted to PG&E for review. Future reimbursements will be to the same payer. PG&E hereby specifically approves mitigation fees for Toad Hill Ranch and Western Placer Schools mitigation bank of \$30,250 and \$78,000 respectively and PG&E will reimburse these expenses by check payable to "DNLC Trust Account."

6. Successors and Assigns. The rights and obligations of the Parties pursuant to this Agreement shall inure to, and be binding upon, their respective successors, assigns, heirs, and personal representatives.

7. Integration Clause. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior agreements and understandings of the Parties with respect thereto. This Agreement cannot be modified except by a written document signed by all Parties.

8. Further Assurances. The Parties hereby agree to execute such other documents and to take such actions as may reasonably be necessary to further the purpose of this Agreement.

9. Force Majeure. DF will not be liable for performance delays nor for nonperformance due to causes beyond its reasonable control or unforeseen circumstances that make completing the grading impractical, particularly the occurrence of adverse weather events or governmental regulations or restrictions, provided that, if grading is not completed, paragraph 4 will be invoked.

IN ACCEPTANCE OF WHICH, the Parties have executed this Agreement by their authorized representatives as of the date set forth below.

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Attachment 5

Dated: March 24, 2017

D.F. PROPERTIES, a California Corporation

By: 

Printed: JEFF RONTEN

Title: EXEC. VP/CFO

Dated: March __, 2017

**John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated
December 15, 1976**

By: _____

Printed: _____

Title: _____

Dated: March __, 2017

**PACIFIC GAS & ELECTRIC
COMPANY, a California Corporation**

By: _____

Printed: _____

Title: _____

Approved as to form:

SEDGWICK LLP

Steven D. Roland, Attorney for Pacific Gas and Electric Company

DESMOND, NOLAND, LIVAICH & CUNNINGHAM



Brian T. Manning, Attorney for D.F. Properties and John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976

Attachment 5

Dated: March __, 2017

D.F. PROPERTIES, a California Corporation

By: _____

Printed: _____

Title: _____

Dated: March 23, 2017

**John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated
December 15, 1976**

By:  _____

Printed: John Guerra Jr

Title: TRUSTEE

Dated: March __, 2017

**PACIFIC GAS & ELECTRIC
COMPANY, a California Corporation**

By: _____

Printed: _____

Title: _____

Approved as to form:

SEDGWICK LLP

Steven D. Roland, Attorney for Pacific Gas and Electric Company

DESMOND, NOLAND, LIVAICH & CUNNINGHAM

Brian T. Manning, Attorney for D.F. Properties and John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976

Attachment 6

FIRST AMENDMENT TO GRADING WORK AGREEMENT

D.F. Properties, a California Corporation ("DF"), John J. Guerra, Successor Trustee of the Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976 ("CGB Trust"), and Pacific Gas and Electric Company, a California corporation ("PG&E"), hereby amend the Grading Work Agreement signed by the parties on March 24, 2017, March 23, 2017, and March 30, 2017 respectively (the "Agreement"), with reference to the following facts:

RECITALS

- A. On June 15, 2017, the parties to the Agreement met and conferred as required therein.
- B. The terms used in this amendment shall have the same meaning as they are used in the Agreement.
- C. Except as amended herein, the Agreement shall remain in full force and effect.

AGREEMENT

The parties now amend the Agreement as follows (with reference to the paragraph in the original Agreement:

- 4. Paragraph 4 is amended by deleting the last sentence.
- 5. Paragraph 5 is deleted, and the following paragraph inserted in its place:

Subject to completion by July 19, 2017, of all grading necessary to allow construction of the PRS at the New Location, PG&E will pay costs of construction, including mitigation fees, up to approximately \$271,000, but subject to review and approval, which will not be unreasonably withheld, by PG&E of specific cost items as items are submitted to PG&E for review. Time is of the essence for completion of the grading and delivery of the site for construction of the PRS at the New Location. If DF fails to complete the grading and deliver the completed site to PG&E by July 19, 2017, PG&E shall be relieved of all payment obligations hereunder. The Force Majeure clause, paragraph 9, shall not apply to DF's obligation to complete the grading of and deliver the site by July 19, 2017. Should the grading not be completed by July 19, 2017, DF shall not be liable for or otherwise subject to any damages, increased costs, losses, or other impacts PG&E may incur.

IN ACCEPTANCE OF WHICH, the Parties have executed this Agreement by their authorized representatives as of the date set forth below.

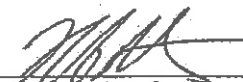
Dated: July 14, 2017

D.F. PROPERTIES, a California Corporation

By: _____

Printed: _____

Title: _____



JEFF RONTEN

EXEC. VP/CFO

Attachment 6

Dated: July 11, 2017

John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated
December 15, 1976

By: 

Printed: John J. Guerra Jr

Title: CEO

Dated: July __, 2017

PACIFIC GAS & ELECTRIC COMPANY,
a California Corporation

By: _____

Printed: _____

Title: _____

Approved as to form:

SEDGWICK LLP

Randall Block, Attorney for
Pacific Gas and Electric Company

DESMOND, NOLAND, LIVAICH & CUNNINGHAM

Brian T. Manning, Attorney for D.F.
Properties and John J. Guerra,
Successor Trustee of the Cyril G. Barbaccia
Irrevocable Trust dated December 15, 1976

Attachment 6

Dated: July __, 2017

John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated
December 15, 1976

By: _____

Printed: _____

Title: _____

Dated: July __, 2017

PACIFIC GAS & ELECTRIC COMPANY,
a California Corporation

By: _____

Printed: _____

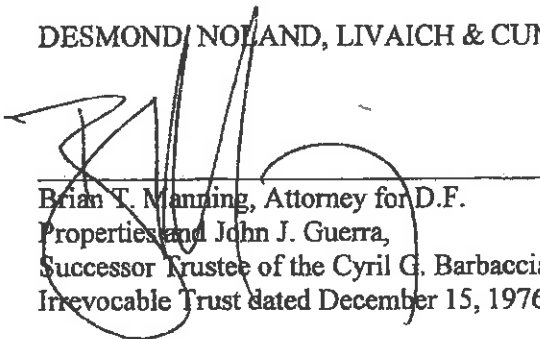
Title: _____

Approved as to form:

SEDGWICK LLP

Randall Block, Attorney for
Pacific Gas and Electric Company

DESMOND, NOLAND, LIVAICH & CUNNINGHAM



Brian T. Manning, Attorney for D.F.
Properties and John J. Guerra,
Successor Trustee of the Cyril G. Barbaccia
Irrevocable Trust dated December 15, 1976